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CURRENT TOPICS.

THE NEW Land Transfer Rules will not come into operation until Monday, the 17th of July. We hope to print next week the rules as finally settled.

THE RETIREMENT of Mr. F. K. MUNTON from the Council of the Incorporated Law Society is a matter of much regret. We believe that it is due to considerations of health, rendering necessary a sojourn in the South of Europe during the winter months. His activity in the interests of the profession during thirty years or so will not be forgotten, and it is much to be hoped that during and after his winter's rest he may still be able to continue in other directions his efforts for the amendment of the law and its administration.

IT APPEARS from Mr. BALFOUR's reply to a question in the House of Commons last week that the course we indicated a fortnight ago (*ante*, p. 563) is to be adopted for enabling an appointment to be made of an additional judge of the Chancery Division—viz., an address from both Houses of Parliament to Her Majesty representing that the state of business in the High Court of Justice is such as to require the appointment of an additional judge. Mr. BALFOUR was unable to state when the resolutions for such address would be proposed, and it may, we fear, be taken for granted that the appointment of the additional judge will not be made in time for his services to be available during the present sittings.

IT IS GREATLY to be regretted that the Attorney-General was necessarily absent from his place in the House of Commons when the Small Houses (Acquisition of Ownership) Bill came up for consideration on Wednesday last. Mr. CHAMBERLAIN moved a clause enabling local authorities to record transactions under the Bill, in substitution for the clause which applied the Land Transfer Acts to such transactions. Forthwith there arose a succession of protests against the proposed substitution by members most of whom probably know little or nothing about the Land Transfer Act, but were possessed with a notion that the legal profession were obstructing a proposal which was said to be beneficial. We regret to observe that among the protesting members was Mr. BILLSON, who, as a solicitor, must be acquainted with the probable effect of the system of compulsory transfer. He is, of course, entitled to his own opinion on that subject, but we venture to think that it was hardly necessary for him to oppose a change which was due to the action of his brethren throughout the kingdom. Ultimately Mr. CHAMBERLAIN withdrew the new clause, saying that he "was at a disadvantage because the Attorney-General was away on other important public business, and it was he who had dealt with the Land Transfer Act, and was much better acquainted than he himself was with all that passed on that occasion. If it turned out that a pledge was given, whether it were a pledge affecting the Government or that House, in any case the Government would be bound by it. The question, however, had been raised whether there really had been anything of the nature of a pledge given, and if so, whether that pledge was not discharged. Under those circumstances it was evident

that the matter must be further examined by the Government, and in their examination they would no doubt have the assistance of the Attorney-General. They would deal with the matter in another place if it was found necessary." As regards the substantial meaning of the pledge referred to we imagine there can be no question, and the Attorney-General is the last man to repudiate it on the technical ground that in form it was only that "no further order is to be made under the Act for three years."

It will be interesting to see whether the recently-issued report of the Bar Council on criminal business at assizes and Mr. MONTAGUE CRACKANTHORPE's forcible letter to the *Times* of the 26th ult. are productive of any result. The circuit system has been so often judged and found wanting that it is natural to doubt whether any further statement of its defects will be effectual in securing reform. The Bar Council, however, are wise in giving so much prominence in their report to the undue detention of persons awaiting trial which the present system involves. The public, who are not keenly alive to the waste of judicial time, may be expected to be touched by this quite needless hardship, if only it can be brought home to them. The figures for the South-Eastern and Home Circuits and for the Western Circuit for the year 1898 seem to make the matter sufficiently clear. It seems that on the South-Eastern and Home Circuits 48 prisoners were in gaol for more than twelve weeks before trial, and of these nineteen had been in custody for more than eighteen weeks and one for a period exceeding twenty-four weeks. On the Western Circuit thirty-two prisoners were in gaol for more than twelve weeks before their trial, and of these more than a third had been awaiting trial over sixteen weeks. To this delay in bringing prisoners to trial is to be added the fact that when at length the judges do make their appearance, the pressure of business frequently renders it necessary to sit late at night and so materially diminish the chance of the prisoners being satisfactorily tried. On the other hand, the paucity of business at some assize towns makes it a wasteful process for the judges to be sent there at all. The judicial parade round the country is supposed to be impressive, but in point of fact it is far more impressive to see the criminal business done promptly where it most requires to be done. The opinion which the Bar Council express is that "the criminal business at assizes under the present circuit system is carried on at a great waste of judicial time and energy and at an extravagant cost to the country, that prisoners are kept waiting their trial in gaol for unreasonable lengths of time, that many innocent persons are thus punished without trial, and that even the guilty are punished before they are tried."

The Bar Council and Mr. MONTAGUE CRACKANTHORPE are not at one as to the lines upon which a reform of the circuit system should proceed, though they concur in the opinion that before reform is attempted the matter should be made the subject of public inquiry. The Bar Council recommend that either a Royal Commission or a departmental committee of the Home Office should be appointed to inquire exhaustively into the subject in all its bearings, and to examine the several suggested schemes of reform so that the best may be adopted. Mr. CRACKANTHORPE advises the appointment of a Royal Commission, and he would include in the scope of the inquiry the ascertainment of the best method of securing greater uniformity in the sentences passed throughout the country. Having regard to the difficulties attendant on any rearrangement of criminal business, probably such an inquiry as that suggested is a necessary preliminary, though there are obvious ways in which the suggested reform could be brought about. A good deal of work could be taken from the assizes, and the trial of prisoners in many cases made more rapid, by extending the jurisdiction of quarter sessions, and by having the sessions held at more frequent intervals. An alternative plan is that which has been proposed by Sir HARRY POLAND—namely, to establish for each county a criminal court on the lines of the Central Criminal Court, to be held every two or three months. At this court the work would be taken by judges of the second rank, and the general mass of criminal business would be disposed of, only

cases of importance being reserved for the judges of assize. Practically this court would be the same as the sessions under the scheme just suggested, so that there is, perhaps, no great difference between the two schemes. One thing, at any rate, is clear. The circuit system, however interesting historically, and however satisfactory to the inhabitants of the smaller assize towns, is inadequate to the requirements of the present day, and its reform ought not to be delayed.

THE ACTION of *Baker v. Lipton (Limited)*, tried last week before RIDLEY, J., raised a question which, although by no means new, is of considerable practical importance. The action arose out of an application made by G. B. BAKER (since deceased) in March of last year for an allotment to him of shares in the defendant company. His application was for 1,000 shares of £1 each, and was accompanied by a deposit of 2s. 6d. per share (amounting in the aggregate to £125) as required by the company's prospectus. Only twenty-five shares were allotted to him; the company retained £12 10s. out of the £125 in payment of the amounts due on application and allotment in respect of the shares allotted, and sent by post a crossed cheque for the balance of £112 10s., payable to BAKER's order, in an ordinary letter duly addressed to him. Two days before the letter was posted BAKER had died, but of this the company were not aware. The cheque was never received by BAKER's representatives, but fell into the hands of some person who forged his endorsement and cashed it. The present action was brought by BAKER's administratrix to recover the £112 10s. The defence set up was that there was an implied contract between the parties that any balance of application money should be returned to the applicant by cheque through the post, and that the defendants' obligation ceased on their delivering the letter containing the cheque to the post office duly addressed. In support of this proposition the cases as to offer and acceptance by post (such as *Household Fire Insurance Co. v. Grant*, 4 Ex. D. 216; *Dunlop v. Higgins*, 1 H. L. C. 381) were relied on; but these cases depend upon the doctrine that the post office is the common agent of both parties: that doctrine had no application in the present case. BAKER had not made the post office his agent, and he had died before the post office was employed by the defendants. Nor could any request or authority on his part to send the money by a posted cheque be implied so as to bring the case within such decisions as *Norman v. Ricketts* (3 Times L. R. 182). There was no course of business between BAKER and the company such as to make the posting of a cheque good payment, and to take the case out of the ordinary rule that a debtor must pay his creditor in cash. The case was not unlike that of *Pennington v. Crossley & Sons* (18 Times L. R. 513) in which the Court of Appeal held that a creditor to whom a cheque had been sent by post in payment for goods sold was entitled to recover the amount of the debt where he had given no authority to pay in that manner and the cheque had been lost or stolen in the course of the post.

THE CASE of *Silvester v. Cade*, heard by the Court of Appeal last week on appeal from the Bow County Court, will serve as a warning to persons engaged in litigation under the Workmen's Compensation Act that the rules governing the procedure under that Act are not to be trifled with. The workman's claim was for injuries caused by an accident occurring in the course of his employment about a building; particulars of his claim were duly served upon the employer, but they omitted to state the material fact that the building exceeded thirty feet in height. Rule 17 of the Workmen's Compensation Rules, 1898, enables the employer to raise objections as to the accuracy or completeness of the particulars, but any such objection must be made by an answer filed with the registrar of the county court five clear days at least before the day fixed for the arbitration. The rule further provides that, subject to any such filed answer, the particulars and the liability to pay compensation are to be taken to be admitted; but where the rule has not been complied with, and the applicant does not waive compliance, "the judge may, on such terms as he shall think fit, either proceed with the arbitration" (and allow the respondent to avail himself of matters of which he ought to have given notice) "or adjourn

the arbitration to enable the respondent to file such answer." The employer in the present case did not file any answer; at the hearing the workman appears to have given no evidence as to the height of the building, and the employer tendered evidence that it did not exceed thirty feet. This evidence was objected to, and the judge, not adopting either of the courses indicated by the latter portion of rule 17, continued the arbitration without hearing the evidence; found that the building was of the required height, and awarded compensation to the workman. The employer's appeal was dismissed; A. L. SMITH and RIGBY, L.J.J., thought that rule 17 did not make it incumbent upon the judge to adopt one or other of the courses there indicated, and VAUGHAN WILLIAMS, L.J., while not prepared to assent to this construction of the rule, agreed with the other members of the court in holding that under the circumstances of the case the rule did not apply. The true construction of the rule must therefore be considered to be left in doubt; but it is obvious that an employer ought to follow the prescribed procedure and file an answer if he objects to the applicant's particulars, unless he is prepared to run the risk of the exclusion of any evidence he may wish to adduce to controvert them.

TWO CASES (*Re Driver* and *Re Neill Mackenzie*, ante, pp. 588, 589) which raised a point of everyday importance in the administration of sheriff law, and of considerable interest to landlords as seriously affecting their right to recover their rent in the event of an execution upon their tenant's premises, were the subject of considered judgments of the Divisional Court sitting in Bankruptcy (WRIGHT and BIGHAM, J.J.) last week. In both these cases, although the facts differed, the real question was, what effect has bankruptcy upon the landlord's right to be paid a year's rent before any of his tenant's goods can be sold by the sheriff to satisfy an execution creditor? This right is given to the landlord by 8 Anne, c. 14, s. 1; and, in practice, has worked in this way—that, the landlord having made his claim, the sheriff, instead of requiring the execution creditor to pay the rent, and retiring if he does not do so, which is the strictly proper course, has been in the habit of either paying the landlord out of his own pocket before sale, and deducting the amount so paid from the proceeds of sale, or else of selling the goods with the acquiescence of the landlord, and paying the landlord out of the proceeds. So long as bankruptcy does not supervene, there seems to be no objection to such a course. The execution creditor certainly cannot object: *Windle v. Freeman* (11 A. & E. 539), *Cocker v. Musgrove* (9 Q. B. 235). But if, before this process is completed, bankruptcy supervenes, interesting questions arise as to whether the trustee's title prevails against the landlord's claim. In *Re Neill Mackenzie* it was decided that, as the sheriff had not notice of the landlord's claim till after the sale, and after notice of a bankruptcy petition having been presented against the debtor, the title of the trustee in bankruptcy prevailed over that of the landlord, and that, in accordance with section 11, sub-section 2, of the Bankruptcy Act, 1890, it was the sheriff's duty to pay over the whole proceeds of the sale to the trustee, less only the costs of the execution. But, supposing the sheriff has notice of the landlord's claim for rent before sale and before he has notice of a bankruptcy petition having been presented against the debtor, different considerations will arise. According to the opinion expressed in *Re Driver*, in such a case there are two courses open to the sheriff. He may give a notice to the execution creditor such as was given in *Cocker v. Musgrove* (ubi supra), and refuse to sell unless the landlord's claim is satisfied, or he may go in and sell and pay the landlord out of the proceeds of sale, and justify such a payment against a trustee in bankruptcy as a statutory deduction. The actual decision in *Re Driver*, however, did not turn upon this point, because the case was complicated by certain communications which passed between the sheriff and the official receiver, and which, the court held, constituted the sheriff the agent of the official receiver. But in principle it is difficult to see any real difference between the two cases. It certainly seems as if the title of the trustee in bankruptcy would at once attach to anything, whether goods or money, still in the sheriff's hands, and override the landlord's claim,

whether made before or after the sheriff has notice of the bankruptcy. Certainly in cases in which the landlord allows the sheriff to sell, instead of insisting on his strict right under the statute, it would seem right that he should run the risk of his claim being defeated by bankruptcy: while, if the sheriff chooses to waive his right to call upon the execution creditor to pay the landlord, and pays the landlord himself, he must take his chance of being able to recoup himself before bankruptcy supervenes.

WHERE a contract is made between parties resident in different countries it is frequently a matter of difficulty to discover by the law of which country it is to be governed. The rule is clearly laid down that the question depends upon the intention of the parties. The whole of the contract, said Lord HERSCHELL, L.C., in *Hamlyn & Co. v. Talisker Distillery* (1894, A. C. p. 208), must be looked at, and the rights under it must be regulated by the rights of the parties as appearing from the contract. In that case the parties had given a pretty clear intimation as to the law which was intended to be adopted. A contract between an English and a Scotch firm, signed in London, but to be performed in Scotland, contained an arbitration clause under which disputes were to be referred to two members of the London Corn Exchange as arbitrators. The clause was invalid under Scotch law inasmuch as the arbitrators were not named, and both from its form and from the fact that only under English law could it be effectual, the parties were held to have evinced their intention to place the contract under English law. But in general the evidence of intention is less clear. In the case of *The South African Breweries (Limited) v. King*, recently decided by KEKEWICH, J., the defendant, a brewer of Nottingham, went in 1892 to Johannesburg under an agreement by which he was to act there as the manager of a brewery company registered in England. In the same year the business was taken over by a new company, also registered in England, and in 1895 the defendant entered into a new agreement under which he bound himself for a period of five years, determinable by the company alone, not to engage in any brewing business in South Africa within ten years after the determination of his engagement by the company, except with the consent in writing of the London board. The same year the business passed to a third company—the plaintiff company—and the defendant continued in their employment under the agreement of 1895 until 1897 when it was determined by notice from the company. It was alleged that he had engaged himself to another brewery company in South Africa, and the action was brought to enforce the above stipulation by injunction. It was stated that the stipulation was void according to the law of the South African Republic, and the preliminary question was tried whether the contract was governed by that law or by English law. The fact that under South African law the stipulation would fail of effect might have determined the question in favour of English law, but it appeared that the defendant was advised before he executed the agreement of the invalidity of the stipulation, and he stated that it would not bind him. It was accepted, accordingly, for what it was worth. This consideration being out of the way, and there being no clear guide to the intention of the parties, KEKEWICH, J., adopted the principle that preference was to be given to the law of that country with which the transaction had the most real connection, and this was obviously the South African Republic.

It is well settled that where under a lease certain rights and obligations are conferred or imposed upon the lessee and his assigns, it is only by a legal assignment that such rights and obligations pass to an assignee of the lease, and upon this doctrine ROMER, J., acted in *Friary, Holroyd, & Co. v. Singleton* (47 W. R. 93), when he held that an option of purchase was not exercisable by an equitable assignee. Without, however, touching this principle, the Court of Appeal (LINDLEY, M.R., JENNE, P., and RIGBY, L.J.) have reversed his decision upon the ground that the lessor had waived the irregularity in the notice given by the equitable assignee.

Under a lease of premises for twenty-one years from December, 1876, granted in June, 1880, an option of purchasing the premises was given to the lessee and his assigns upon six months' notice in writing being given to the lessor. The original lessee in 1889 executed a legal assignment to a company—Friary, Holroyd, & Healy's Brewery Co. (Limited). In 1895 the company went into voluntary liquidation with a view to reconstruction, and by an agreement made in that year the liquidator of the old company agreed to sell all its property and rights to the new company. The new company took possession of the demised premises under the agreement, but no legal assignment of the lease was executed. In 1896 the new company wrote to the lessor a letter which, without containing any formal notice to exercise the option of purchase, sufficiently evinced an intention to exercise it, and upon this letter the reversioner's solicitors sent in an abstract of title, and negotiations took place with a view to the completion of the purchase. In July, 1897, however, the reversioner's solicitors raised the objection that the new company were not entitled to exercise the option, and the reversioner declined to complete. It appeared that at the time the letter was written by the new company, the reversioner, who was the assign of the original lessor, was not aware of the change in the constitution of the company. ROMER, J., held that she was entitled to take the objection, and that the new company could not have specific performance of the contract arising under the option. The defence, however, was purely technical, and it has not found favour in the Court of Appeal. It was not as though the new company were altogether debarred from obtaining the benefit of the option. Had the objection been taken at the proper time, it could have been at once met by the new company calling upon the old company (if still in existence) to give the notice, and the purchase would then have been made by the old company for the benefit of the new company. The conduct of the reversioner had made it unnecessary to adopt this machinery, and she was accordingly held to have waived her right to a strictly legal notice.

ANY QUESTION affecting the right of appeal in county court cases is of importance to suitors, and merits notice. It may therefore be useful to mention that in the case of *Holland v. Girling*, which came before the Court of Appeal a few days ago, it was held that, by virtue of section 1, sub-section 5, of the Judicature Act, 1894, that court can give leave to appeal from the judgment of a Divisional Court affirming the decision of a county court and refusing leave to appeal. As the enactment above mentioned expressly provides that the determination of any appeal by a Divisional Court shall be final "unless leave to appeal is given by that court or by the Court of Appeal," it is difficult to understand how it could be logically contended that the right of the Court of Appeal to give leave was limited to cases in which leave to appeal has not previously been refused by the Divisional Court. In our opinion the right of appeal, though capable of being abused, is so valuable in itself that any infringement of it should, in the public interest, be jealously guarded. On the other hand frivolous appeals can, we think, be effectually discouraged by dismissing them with costs, and in some cases by requiring the appellant to give security for costs and pay the sum in dispute into court to abide the result of the appeal.

MORTGAGES OF UNREGISTERED LAND AS AFFECTED BY THE LAND TRANSFER ACTS.

WHERE a mortgage is made of unregistered land, the rights of the mortgagee until the land is registered remain the same as they would have been if the Land Transfer Acts had not been passed, but on the subsequent registration the most important of these rights, the power of sale, whether express or statutory, may possibly be very seriously affected.

We will assume that the owner of the equity of redemption is registered as proprietor with possessory title, or that he is registered with absolute title and that the mortgage is registered as an incumbrance. In either case the right of the mortgagee to sell—i.e., to enter into a contract to sell—under the power, whether

express or statutory, conferred by his mortgage, is not affected, but it is by no means clear that his power to convey to a purchaser is not affected. It appears clear that no entry can be made in the register which will have the effect of registering the purchaser as proprietor without the production of the land certificate: see the Land Transfer Rules, 1898, r. 101. It may be said with truth that the registrar has the right to compel the person who holds the land certificate to produce it. But cases may occur where the mortgagee may be unable to ascertain who holds it. Suppose, for example, that the registered proprietor deposits it as security for a loan and declines to state with whom he has deposited it; or suppose that he absconds—in either of these cases great difficulties will be thrown in the way of the mortgagee in enabling a purchaser to be registered as proprietor of the land.

It may be possible, at all events where the owner of the equity of redemption is registered with possessory title only, for the mortgagee, or for a purchaser from him, to obtain the registration of himself as proprietor of the land notwithstanding that the owner of the equity of redemption has been so registered, for it will be observed that

"The registration of any person as first registered proprietor of freehold land with a possessory title only shall not affect or prejudice the enforcement of any estate, right or interest adverse to or in derogation of the title of such first registered proprietor, and subsisting or capable of arising at the time of registration of such proprietor" (Land Transfer Act, 1875, s. 8).

One of the rights of a mortgagee of land in fee with power of sale, express or statutory, is to be registered as first proprietor of the land, and to authorize a purchaser to apply to be registered as first proprietor of the land. It appears, therefore, to follow that the effect of the owner of the equity of redemption being registered with possessory title cannot be to prevent the mortgagee or a purchaser from him from being registered as first proprietor of the land. It cannot, however, be said with any certainty that this view is correct. The prudent mortgagee will desire to avoid these questions, and to be able to make a conveyance to a purchaser without incurring any delay or expense owing to the land having been registered. This he can effect if he can make certain that the land certificate will be handed to him on the completion of the registration.

It will be observed that an application for registration with possessory title must be accompanied by either (a) a conveyance on sale to the applicant; or (b) a statutory declaration by the applicant or his solicitor to the effect that the applicant is in possession of the land and is seized thereof in fee simple for his own benefit, accompanied by the latest document of title, if any, in the possession or under the control of the applicant (Land Transfer Rules, 1898, r. 17). We understand that it is the practice of the Land Registry Office, in cases where the alternative (b) is adopted, to inquire who has the possession of the latest document of title, if it is not produced by the applicant, and to inform the person in whose possession it is of the application. If this were always done, the mortgagee would, in the great majority of cases, hear of the intended application, and, when he heard of it, he might himself apply for registration, or by the threat of calling in his money insist on the mortgagor acting after registration in such a manner as to enable a purchaser from the mortgagee to be registered. The manner in which this is effected will be pointed out hereafter. But it must be remembered that where the title depends on descents extending over a period of forty years and upwards, no instruments of title can be produced on an application for registration, in which case, and possibly in other cases, the mortgagee will not receive notice of the intended application from the office, and that even where he receives notice of the intended registration, and he does not apply to have himself registered, the only pressure he can put on the mortgagor is to call in his money, and the registration will be completed long before the money becomes payable, so that he will not be able to force the owner of the equity of redemption to act after registration in the manner that he requires.

These difficulties may be guarded against in the manner suggested in 2 K. & E., p. 4, note—i.e., by lodging a caution against first registration of the land, and by inserting in the mortgage a covenant by the mortgagor that during the continuance of the security no person, &c., shall be registered as

proprietor of the land without the consent in writing of the mortgagee. The form proceeds to declare an express penalty for breach of covenant, but in addition to the express penalty, the effect of the covenant is to enable the mortgagee (on hearing that the mortgagor is making an application for registration) to apply to the court for and obtain an injunction restraining him from so applying. The result will be that the mortgagee is certain to hear of any application for registration, and that by the threat of an injunction he will be able, if he allows the owner of the equity of redemption to apply for registration, to insist on his acting after registration in one of the manners following—that is to say (1) handing the land certificate to the mortgagee: this will enable the mortgagee on sale to procure the registration of the purchaser under the rule above referred to; (2) giving the mortgagee a registered charge by way of further security: this will enable the mortgagee to transfer the land to a purchaser; or (3) consenting to the mortgagee being registered as proprietor of the mortgage under Land Transfer Rules, 1898, r. 121. Of these the first appears to be in ordinary cases the most convenient course.

It need hardly be pointed out that in districts where registration is compulsory a mortgagee who enters into a contract for sale without taking the precaution above mentioned will be in a most serious position, as under the Land Transfer Act, 1897, s. 16 (2) he must "at the request of the purchaser and at his own expense, and notwithstanding any stipulation to the contrary, either procure the registration of himself as proprietor . . . or procure a transfer from the registered proprietor to the purchaser." In cases where he has not the land certificate in his possession it will be impossible for him to comply with either of these alternatives without very considerable delay and expense. If, though it is not in his possession, he knows in whose possession it is, he can apply to the registrar to make an order under the Land Transfer Act, 1897, for its production; but it by no means follows that the order will be made without a tedious investigation. It is probable that the registrar will not make an order for production without requiring the mortgagee to shew at all events a *prima facie* title, and if he makes the order the person against whom the order is made can appeal to the court. Probably in a case of this nature the mortgagee would be driven to register himself as an incumbrancer under the Land Transfer Rules, 1898, r. 121, an operation which will be expensive owing to the necessity of proving his title.

HAS A VENDOR OF LAND THE RIGHT OF RESELL WITHOUT EXPRESS STIPULATION?

If a purchaser of land make default in performing the contract, has the vendor the right to resell, in the absence of express stipulation? The question is important, as an express right of resale, though invariably inserted in conditions of sale by auction, is not always reserved on sales by private contract. It was incidentally held by BACON, V.C., in *Noble v. Edwards* (5 Ch. D. 378, 388), that if the purchaser break the contract, as by refusing to accept a good title, the vendor may resell, after notice to the purchaser of his intention to do so, and sue the purchaser for the amount of any deficiency in price occurring on the resale. But the correctness of this decision seems questionable; notwithstanding that it has been accepted by the editors both of *Dart V. & P.* (6th ed., 185) and of *Davidson Prec. Conv.* (5th ed., vol. 1, p. 476) as an authority for the proposition that the vendor of land has the right of resale, on breach of contract by the purchaser, without any express stipulation to that effect.

In the first place, it does not appear that the decision of this point was necessary in the case of *Noble v. Edwards*. That action was brought by a vendor, who had resold at a loss, to enforce his claim at common law for damages for breach of contract. All that the Vice-Chancellor actually decided was that the vendor was entitled to sue for the difference between the original price and the price on the resale: see 5 Ch. Div. 392. But it seems that the vendor was clearly entitled to make this claim at law, even though the resale were unlawful: see *Stephens v. Wilkinson* (2 B. & Ad. 320), *Page v. Cowasjee* (L. R. 1 P. C.

127), *Benjamin on Sales* (2nd ed.), 648, 654. Secondly, the Vice-Chancellor's judgment was reversed by the Court of Appeal on other grounds than those on which he supported it; and the superior court made no pronouncement as to the correctness of the Vice-Chancellor's ruling as to the right of resale. Thirdly, the reason alleged by the Vice-Chancellor for allowing a right of resale to the vendor of land appears unsound. What he held was that the common law gives to the vendor of land the same right of resale, in case of the purchaser's default, as it gives to a vendor of chattels: see 5 Ch. D. 388. But the assertion of a right at common law for the vendor of goods to resell them upon the buyer's default rests upon very slender authority. It is laid down in *Benjamin on Sale* (2nd ed.), 649, 655 (1873), that the cases decide expressly that the vendor has no right to resell, for they determine that he is responsible for nominal damages for non-delivery of the goods where there is no difference between the contract and the market price thereof. In support of this proposition *Valpy v. Oakeley* (16 Q. B. 941) and *Griffiths v. Perry* (1 E. & E. 680) are cited. In *Ex parte Stapleton*, *Re Nathan* (1879, 10 Ch. Div. 586), it was decided that an unpaid vendor of goods, who resold (after notice of his intention to do so) upon the purchaser's bankruptcy, was entitled to prove for a deficiency in the price obtained on the resale. But it appears that he would have had this right even though the sale were unlawful: see *Stephens v. Wilkinson* and *Page v. Cowasjee* (*ubi supra*). So that it was no more necessary for the court to pronounce upon the validity of the vendor's right of resale in *Ex parte Stapleton* than in *Noble v. Edwards*.

Mr. M. D. CHALMERS, however, in his *Digest of the Law of Sale of Goods* (1890), s. 50 (3), evolved out of certain *obiter dicta* in *Page v. Cowasjee* (*ubi supra*), *Lord v. Price* (L. R. 9 Ex. 55), and *Ex parte Stapleton* (*ubi supra*), the rule afterwards adopted in the Sale of Goods Act, 1893, s. 48 (3)—viz., "Where the goods are of a perishable nature, or where the unpaid seller gives notice to the buyer of his intention to resell, and the buyer does not within a reasonable time pay or tender the price, the unpaid seller may resell the goods and recover from the original buyer damages for any loss occasioned by his breach of contract." But the adoption of this rule by the Legislature is no proof that it existed at common law. And it is submitted that the utmost extent of the common law authorities is to allow to an unpaid vendor of goods a right of sale, after notice, on the buyer's default, to realize his lien for the price, similar to the right of sale, after due demand and notice, given to a pledgee of goods where a day is fixed for payment: see the authorities last cited and *Johnson v. Stear* (15 C. B. N. S. 330); *Pigot v. Cubley* (1b. 70); *BLACKBURN, J.*, in *Donald v. Suckling* (L. R. 1 Q. B. 585, 616); *Blackburn on Sale*, 325, cited in *Benjamin on Sale* (2nd ed.), 644.

But the lien which a vendor of land has for the price pending completion is a purely equitable charge, quite different from the common law right of a pledgee or an unpaid vendor of chattels: see *Lysaght v. Edwards* (2 Ch. D. 499, 506, 507). It does not appear to follow, therefore, that a vendor of land can enforce his equitable lien by sale, because an unpaid vendor of goods may, in certain circumstances, realize his common law lien by sale. And the proper remedy to enforce an unpaid vendor's lien on lands sold appears to be to apply to a court of equity for an order for sale: see *Bowles v. Rogers* (6 Ves. 95, n.), *Seton on Decrees* (5th ed.), 1901-5. It is submitted, therefore, that the better opinion is still that expressed, before the case of *Noble v. Edwards*, by the authors of *Davidson's Prec. Conv.* (4th ed., vol. 1, pp. 568-570)—namely, that a resale, to enforce the vendor's lien for the price in case of the purchaser's default, can only be lawfully made with the authority of a court of equity or bankruptcy.

It appears, however, that, as in the case of goods, a resale made on the purchaser's default by a vendor of lands, without any express power to resell, does not rescind the original contract (see *Benjamin on Sale* (2nd ed.), 648, 654; *Maclean v. Dunn*, (4 Bing. 722); *Stephens v. Wilkinson*, *Page v. Cowasjee* (*ubi supra*)); that, even if resale in such circumstances be unlawful, the vendor may sue the original purchaser or prove in his bankruptcy for any deficiency in price occurring on the resale (*Ex parte Seaforth* (19 Ves. 235), *Hope v. Booth* (1 B. &

Ad. 498), *Gray v. Gray* (1 Beav. 199), and *Harding v. Harding* (4 My. & Cr. 514); and that, if the resale result in an excess over the original price, the vendor must pay over the amount of such excess to the original purchaser: *Greaves v. Ashlin* (3 Camp. 426), *Valpy v. Oakeley* (16 Q. B. 941), and *Griffiths v. Perry* (1 E. & E. 680). The contrary to the last proposition is laid down in 1 Davidson Prec. Conv. (4th ed.) 570, and 1 Dart V. & P. (6th ed.) 185. But *Ex parte Hunter* (6 Ves. 94, 97), cited as the authority for the learned editors' statements, was a case of a resale under an express power of resale, whereby the original contract is rescinded: see *Lamond v. Ducall* (9 Q. B. 1030) and *Sug. V. & P.* (14th ed.) 39.

If resale by a vendor of lands on the purchaser's default be unlawful without the authority of the court, it is questionable whether the vendor would be entitled to recoup himself the expenses of resale out of the proceeds thereof. It is noteworthy that BACON, V.C., gave no decision in *Noble v. Edwards* (5 Ch. D. 378, 392) as to the vendor's right to recover the expenses of sale. And it seems very doubtful whether a purchaser, on a resale made without the authority of the court, would obtain a good title, if he had notice of the original contract for sale. In this respect the case of lands differs entirely from that of goods, in which the purchaser on a lawful resale now obtains a good title under an express enactment in the Sale of Goods Act, 1893, s. 48 (2).

T. CYPRIAN WILLIAMS.

REVIEWS.

INTERNATIONAL LAW.

FIRST STEPS IN INTERNATIONAL LAW. PREPARED FOR THE USE OF STUDENTS. By Sir SHERSTON BAKER, Bart., Barrister-at-Law. Kegan Paul, Trench, Trübner, & Co. (Limited).

In these days of peace conferences, international arbitrations, and spheres of influence, some knowledge at least of the main doctrines and principles of international law is needed by all who desire to take an intelligent interest in many of the vexed questions discussed in the press and debated in Parliament or on public platforms. Moreover, it must not be forgotten that an accurate knowledge of those doctrines and principles really makes for peace by promoting a healthy and well-informed public opinion unlikely to become warlike without just cause, and almost certain to maintain a dignified and impressive reserve under anxious and stimulating conditions. This work has, we think, made its appearance at an opportune moment, and merits a favourable reception, primarily at the hands of law students, in whose interest it is mainly written, but likewise from the general public, who, of late years, have exhibited a keen perception of the importance of those questions, upon the due solution of which the issue of peace or war may often be said to depend.

The topics discussed in the thirty-five chapters into which the volume before us is divided are necessarily very numerous, and range over a very wide field, but the author has exercised a wholesome self-restraint both as regards the choice of subjects and of language, with the result that he has produced a work which is not unlikely to become a recognized text-book for law students and others.

Chapter XXIV., on "The Rights and Duties of Neutrals," will be read with peculiar interest by those who, last year, listened to a lecture on that subject delivered by the author at the Guildhall of the City of London, under the auspices of the London Chamber of Commerce. In this chapter the different kinds of neutrality are defined and special reference is made to the *Alabama* case (p. 258 *et seq.*), and to the still more recent *Jameson* trial (p. 266-367), with reference to which the author expresses his regret that the following very important point of law was not raised—namely, that the Foreign Enlistment Act applies only to the regulation of the conduct of her Majesty's subjects during the existence of hostilities between foreign states.

Reference is made in the text to various decisions. Some of these are dealt with and discussed where cited, as, for instance, *Reg. v. Sandomal* (56 L. T. 526), but most of them are relegated for subsequent consideration to an appendix, which takes the form of a digest of the more important cases cited in the text, and covers some fifteen closely-printed pages from p. 375. Though there is no table of cases prefixed to the text of the work, this omission is more or less supplied by the index, which under the title "Case of" refers to a long list of leading cases on international and other kindred questions.

BOOKS RECEIVED.

Problems in the Law of Compensation, and some other Papers. By FRANK BALFOUR BROWN, B.A. (Oxon), Barrister-at-Law. The Land Agents' Record (Limited).

The Law as it Affects Cyclists: with the Principal Cases on the Subject, an Appendix of French Law, and a Complete Index. By DALZELL CHALMERS, B.A., Barrister-at-Law. Butterworth & Co.

Handbook on the Marriage Act, 1898: with the Rules, Forms, and Regulations of the Registrar-General; Notes on Registration of Births, Deaths, and Marriages; Appointment of Authorized Persons, Chapel Trustees, &c.; the Burials Act, 1880; the Vaccination Act, 1898; the Mortmain Act, 1891; Wills, Legacies, &c. By M. ROBERTS-JONES, Barrister-at-Law. Together with Full Forms of Marriage and Burial Services in English and Welsh, for the Use of Ministers. By Principal EDWARDS, B.A., D.D. Evan Rees & Co., Cardiff.

The Law Relating to Choses in Action. With Special Reference to the Judicature Act, 1873, and Assignability at Law and in Equity. Together with the Practice and Rules Relating Thereto, and an Appendix of Forms. By WALTER R. WARREN, LL.B., Barrister-at-Law. Sweet & Maxwell (Limited).

An Epitome of Real Property Law. For the Use of Students. By W. H. HASTINGS KELKE, M.A., Barrister-at-Law. Second Edition. Sweet & Maxwell (Limited).

CASES OF THE WEEK.

Court of Appeal.

GOOCH v. CLUTTERBUCK AND ANOTHER; DAVIS (Third Party). No. 1. 21st June.

LANDLORD AND TENANT—LEASE—ASSIGNMENT—INDEMNITY AGAINST BREACHES OF COVENANT—COVENANT TO REPAIR—CONTINUING BREACHES.

Appeal from the judgment of Channell, J. The action was brought to recover damages for breach of a covenant in a lease to repair. By a lease in 1807 the plaintiff's predecessor in title demised to one Critchley a piece of land for 100 years at the yearly rent of £3 15s. The lease contained a covenant by Critchley, his executors, administrators, and assigns, to erect on the land within one year certain houses, and when erected to keep them in repair. The plaintiff was the owner of the reversion subject to the above term, and by divers mesne assignments the premises for the residue of the term became vested in one Malin, who entered into possession, and died in July, 1897, and the premises thereupon became vested in the defendants as the executors of Malin. On the 1st of October, 1897, the plaintiff served notice, under section 4, sub-section 1, of the Conveyancing Act, 1881, upon the defendants that the premises were out of repair, with particulars of the breaches of the covenant to repair complained of. Upon the same day the defendants agreed to sell to Patrick Davis the premises for the residue of the term, and upon a requisition as to title the notice of the 1st of October was disclosed to Davis. On the 20th of December, 1897, the defendants, as trustees, by deed assigned the premises to Davis, who knew their state of repair and of the breach of covenant, for the residue of the term of 100 years, Davis covenanting "that he will henceforth pay the rent by the said lease reserved, and observe and perform the lessee's covenants therein contained, and from the payment and performance thereof respectively will keep indemnified the vendors and the estate and effects of the said John Malin, deceased." On the 31st of January, 1898, the plaintiff brought this action against the defendants as executors of Malin, and also in their personal capacity, to recover damages for breaches of the covenant to repair, alleging that Malin and the defendants had neglected to perform the covenant to repair. The defendants served a third-party notice on Davis, claiming indemnity from him under the above covenant in the assignment. Channell, J., found that there had been a breach of the covenant, and gave judgment for the plaintiff for damages to be assessed, and he held that, as the breach was a continuing one, the defendants were entitled to an indemnity from Davis. Davis appealed.

THE COURT (A. L. SMITH, RIGBY, and VAUGHAN WILLIAMS, L.JJ.) dismissed the appeal.

A. L. SMITH, L.J., said that he felt some doubt as to the meaning of the covenant. The houses were old houses and were out of repair when they were sold, and the defendants as executors were selling them to Davis. In his opinion the covenant meant that Davis would keep the defendants indemnified against all claims to be made upon them under the covenant to repair contained in the lease. This was the view of the learned judge, and in his opinion it was correct.

RIGBY, L.J., agreed. Each of the parties knew of the condition of the premises and the terms of the lease. Davis knew that the covenant to repair had not been performed, and he agreed to indemnify the defendants against all claims in respect thereof. That was not an unreasonable construction, because, presumably, Davis gave less for the premises than he would otherwise have done.

VAUGHAN WILLIAMS, L.J., agreed.—COUNSEL O. LEIGH CLARE; A. T. LAWRENCE, Q.C., T. DOUGLAS, and S. JOYCE THOMAS, SOLICITORS, Goldsbury, Barrett, & Newall, for A. J. O'Connor, Birmingham; Ward, Bowie, & Co., for Lane, Clutterbuck, & Tomlinson, Birmingham.

[Reported by W. F. BARRY, Barrister-at-Law.]

PRITCHETT AND YOUNG v. ENGLISH AND COLONIAL SYNDICATE (LIM.). No. 2. 16th and 20th June.

PRACTICE—ATTACHMENT OF DEBTS—GARNISHEE ORDER—ACTION ON GARNISHEE ORDER ABSOLUTE, WHETHER MAINTAINABLE—OBTAINING

JUDGMENT—GARNISHEE A LIMITED COMPANY—RIGHT TO PETITION FOR WINDING UP OF GARNISHEE—GARNISHEE HAVING NO MEANS WHICH CAN BE REACHED BY EXECUTION ON GARNISHEE ORDER, BUT HAVING PROPERTY ABROAD WHICH WOULD BE AVAILABLE IN WINDING-UP PROCEEDINGS—R. S. C., XLII. 24; XLV. 1, 2, 7; APPENDIX (K), FORM 40.

This was an appeal against a decision of Phillimore, J., at chambers, and raised the important question of practice whether an action could be brought by a garnishee against the garnishee upon a garnishee order. The plaintiffs, who were judgment creditors of one Holdsworth for the sum of £3,459 9s. 4d., had obtained a garnishee order absolute in the usual form against the defendants, the English and Colonial Syndicate (Limited), for the sum of £99 6s. 7d. due by the defendants to Holdsworth. The garnishee order was not complied with, and it was found that the defendant syndicate had no property which could be reached by execution, but had property abroad out of which it could pay the amount, and which would become available if a winding-up order were made. The decision of the Court of Appeal in *Re Combined Weighing and Advertising Machine Co.* (38 W. R. 67, 43 Ch. D. 99) settled that a winding-up order could not be made on the petition of a garnishee as such; but it was sought by this action to obtain a judgment upon which, if necessary, winding-up proceedings could be taken against the syndicate. The action was commenced by a specially indorsed writ, and the plaintiffs then applied for judgment under order 14. The defendant syndicate applied by summons under ord. 25, r. 4, that the plaintiffs' statement of claim might be struck out as disclosing no cause of action. The master refused to strike out the statement of claim, and gave the plaintiffs judgment; and, on an appeal, Phillimore, J., at chambers affirmed the master's decision, but gave leave to appeal. The defendant syndicate appealed accordingly.

THE COURT (LINDLEY, M.R., and ROMER, L.J.), having reserved judgment from the 16th to the 20th of June, dismissed the appeal.

LINDLEY, M.R., said: The question raised by this appeal is not free from difficulty. It is whether an action can be supported by a garnishee order previously obtained against the defendant. It appears that Pritchett and Young obtained judgment in the ordinary way against Holdsworth for a large sum of money—£3,459 9s. 4d.—and that the English and Colonial Syndicate (Limited) owed Holdsworth a smaller sum—£99 6s. 7d.—and that Pritchett and Young have obtained, in the ordinary way and in the ordinary form, a garnishee order upon the syndicate. That order is in the common form in the words of Appendix (K), Form 40, "It is ordered that the said garnishees do forthwith pay the said judgment creditors £99 6s. 7d., the debt due from them to the said judgment debtor, and that in default thereof execution may issue for the same." There is no doubt whatever that that is an order upon them to pay to the plaintiffs the money due to the judgment debtor. It is quite true that before that order was made there was no debt owing by the syndicate to Pritchett and Young. The debt was owing by Holdsworth, and the order is in substance not an order against the syndicate to pay a debt due by it, but a handing over to the plaintiff of something due by the syndicate to Holdsworth. A garnishee is not a debtor to the garnishee; there is no transfer of the debt: *Chatterton v. Watney* (29 W. R. 573, 17 Ch. D. 259). There is no relation of debtor and creditor, nor can the garnishee petition for winding up a company who are garnishees: *Re Combined Weighing and Advertising Machine Co.* (*ubi supra*). A garnishee order is not a final judgment, and cannot be made a ground for a bankruptcy notice: *Ex parte Chinery* (32 W. R. 469, 12 Q. B. D. 342). A balance order is in the same position: *Ex parte Whinney, Re Sanders* (13 Q. B. D. 476). In order 45 of the Rules of the Supreme Court, 1883, the order which deals with garnishee proceedings, there is a series of rules stating what the procedure for attaching a debt shall be (rule 1), and what shall be the consequence of attaching a debt (rule 2); and there is a complete code for enforcing by this method a judgment obtained by the garnishee against the creditor of the garnishee. There is also a provision for making an order for issuing execution. The form given in the appendix shows that it is an order on the garnishee to pay a debt due by him, not to the garnishee, but to somebody else. Obedience to the order is to be a complete discharge to the garnishee as against the judgment debtor—that is to say, he is not to be liable to be attacked again in respect of the same debt. In this case it is found that Pritchett and Young cannot get their £99 6s. 7d. out of the company by issuing execution in the ordinary way. The company have no assets in this country which can be taken, although they have property abroad which can be made available if the company is wound up, and the action, which is a very unusual one, is brought with the avowed object of getting a judgment against the company for the amount of the debt which has been attached, and availing themselves of that to obtain a winding-up order. It has already been decided that a winding-up order cannot be made upon the ordinary garnishee order itself, and this is an attempt to get a judgment on which it can be made. We have looked into the cases on the subject, and the conclusion at which we have arrived is this. Ord. 42, r. 24, on which the plaintiffs rely, runs thus: "Every order of the court or a judge in any cause or matter may be enforced against all persons bound thereby in the same manner as a judgment to the same effect." The plaintiffs rely on that rule, and say that they want to enforce this garnishee order by means of an action, as if the order was a judgment. If this were *res nova*, which it is not, I should have thought that order 42 referred to enforcing orders by writ of execution and to nothing else, and that rule 24 was put in to enable an order, as distinguished from a judgment, to be enforced by execution. I should have doubted whether it applies to the question before us. But it has been decided in *Re Boyd, Ex parte McDermott* (1895, 1 Q. B. 611) and *Godfrey v. George* (44 W. R. 145; 1896, 1 Q. B. 48), that the word "enforced" in rule 24 includes enforcing by action as well as enforcing by execution. In *Re Boyd, Ex parte McDermott* (*ubi supra*), there was an order

to pay costs, and a judgment was obtained under order 14 for those costs, and it was held that that judgment was good ground for a bankruptcy notice, although the order directing payment of costs was not. In *Godfrey v. George* it was held that an action would lie to enforce an order to pay costs. The rule has been construed in that way, and we cannot go behind those decisions. I do not, therefore, see how we can say that the present action will not lie. We cannot differ from the cases to which I have referred without construing the rule more narrowly than it has been construed previously. Those decisions, and this decision, will not be inconsistent with other cases which have been referred to. It was said that they were inconsistent with the decisions which shew that an action will not lie on a balance order—e.g., *Westmoreland Green and Blue Slate Co. v. Feilden*. But a balance order is merely an order for the collection of assets—i.e., to pay a debt due to a company to its liquidator, and it may well be that an action will not lie upon that, but that the only way to enforce it is by execution in the ordinary way, and that it is not such an order as is contemplated by ord. 42, r. 24. The decision of the court that garnishee orders and balance orders are not final judgments, and therefore are not alone foundations for bankruptcy notices, are not inconsistent with our decision, for they turn upon the true construction of the Bankruptcy Act and the technical meaning of the words "final judgment." It is pointed out in *Re Combined Weighing and Advertising Machine Co.* (*ubi supra*) that a garnishee order absolute is not a final judgment. The obvious conclusion is that this action will lie, and that we cannot order the statement of claim to be struck out, or say that the decision appealed from is wrong. But, although an action will lie, if a person who has obtained a garnishee order brings an action upon it without any necessity, he will run the risk of having his action stayed as an abuse of the process of the court, and of being ordered to pay all the costs of the proceedings. It is obvious that if the amount to be paid can be obtained by execution, but instead of that he incurs the expense of an action, it is an abuse of the process of the court. That does not apply in this case, for the plaintiffs cannot obtain judgment without an action, and that is their justification. The only further remark I will make is that, having regard to ord. 45, r. 7, it is plain on the language of the rule that if a plaintiff does obtain payment in obedience to a judgment, or under execution on it, the payment will discharge the garnishee as if the payment had been made without action, so that the syndicate will be protected from having to pay twice over.

ROMER, L.J., said: I agree that this appeal should be dismissed, for the reasons stated by the Master of the Rolls. In this case ord. 42, r. 24, as interpreted by *Godfrey v. George* (*ubi supra*), acts beneficially, and enables the court to remove some of the difficulty caused by the decision in *Re Combined Weighing and Advertising Machine Co.* (*ubi supra*). That decision is binding on us. But seeing that in garnishee proceedings the order absolute contains an order that the garnishee do pay direct to the garnishee, the judgment creditor, I am surprised that the court in the last-mentioned case did not see its way to hold that the judgment creditor there was entitled to petition to wind up the company.—COUNSEL, *A. Llewellyn Davies; C. Montague Lush. Solicitors, Sutton, Osmanney, & Rendall; Spyer & Sons.*

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

High Court—Chancery Division.

THE BRISTOL TRAMWAYS CO. v. THE NATIONAL TELEPHONE CO.
North, J. 21st June.

TRAMWAYS COMPANY—TELEPHONE WIRES—POWER TO TAKE UP STREETS—TELEGRAPH ACTS, 1863, 1878, AND 1892—TRAMWAYS ACT, 1870, ss. 28 AND 32—CONSENT OF TRAMWAYS COMPANY.

Action without witnesses on affidavit evidence. The plaintiffs claimed an injunction to restrain the defendant company from placing, except with the consent of the plaintiff company, any work under, in, upon, over, along, or across a street in Bristol in which the plaintiffs' tramways are laid and for the repair of which the plaintiff company is liable. The plaintiff was a tramway company carrying on business within the city and suburbs of Bristol. The defendant was a registered company carrying on business under license from the Postmaster-General for the supply of telephone communication. The National Telephone Co., in exercise of certain powers delegated to it by the Postmaster-General by deed-poll dated the 12th of November, 1896, is and has been engaged in placing its wires in the city of Bristol, and for this purpose has been carrying on underground works. This has been done with the consent of the corporation of Bristol, necessary under section 10 of the Telegraph Act, 1863. On eight different occasions the Telephone Company laid pipes under the plaintiffs' tramways without receiving the permission or consent of the plaintiffs; on the ninth occasion, after some correspondence had passed between the parties, the defendant company's men were stopped by the plaintiff company from proceeding with the work. The plaintiffs obtained an injunction on the 11th of August, but on the hearing of the motion Phillimore, J., held that no case was shewn for an interim injunction and dissolved the injunction which had been obtained. The question to be determined was whether the defendant company had the right under certain statutes or under the Postmaster-General's license to lay their pipes without getting the consent of the tramways company. By section 13 of the Telegraph Act of 1863 (26 & 27 Vict. c. 112), it was enacted that, "where any landowner or other person is liable for the repair of any street or public road the company shall not place any work under, in, upon, over, along, or across such street or public road except with the consent of such landowner or other person in addition to the consent of the body having the control of such street or public road. . . ." Again, by section 28 of

the Tramways Act (33 & 34 Vict. c. 78), "the promoters (i.e., of the tramways) shall at their own expense at all times maintain and keep in good condition and repair . . . so much of any road whereon any tramway belonging to them is laid as lies between the rails of the tramway and . . . in every case so much of the road as extends eighteen inches beyond the rails of and on each side of any such tramway." And by section 32 of the same Act it was further enacted that "nothing in this Act shall take away or abridge any power to open or break up any road along or across which any tramway is laid or any other power vested in any local authority or road authority for any of the purposes for which such authority is respectively constituted, or in any company, body, or person for the purpose of laying down, repairing, altering, or removing any pipes for the supply of gas or water or any tubes, wires, or apparatus for telegraphic or other purposes, but in the exercise of such power every such local authority, road authority, company, body, or person shall be subject to the following restrictions." Then follow the restrictions. It was argued for the plaintiff company that, as under section 28 of the Tramways Act, the Bristol Tramways Co. was liable "to maintain and keep in good condition and repair so much of any road whereon any tramway belonging to them is laid," that it was, therefore, "the person liable for the repair of any street or public road" under section 13 of the Telegraph Act of 1863, and that therefore, in the words of that section, "the company shall not place any work under, in, upon, over, along, or across such street or public road except with the consent of such person." No person, even the Postmaster-General, had the power of laying down the wires independently of the consent of the Tramways Company. For the defendant company it was argued that the consent of the Tramways Company was not necessary, that the National Telephone Co. had all the rights of the Postmaster-General in respect of telegraphs. The Postmaster-General did not need to have the consent of the Tramways Company, or, if so, then he might require the consent of the gas and water companies, who had each certain liabilities as to repairs. The Tramways Company did not come within section 13 of the Telegraph Act, but if it did it was brought in by the obligations imposed by section 28 of the Tramways Act, 1870, and in that case section 32 of the same Act came into operation.

NORTH, J.—Under the Telegraph Act of 1863 the consent of the landowner or other person liable for the repair of the street or public road was necessary before a telegraph company could place wires under a street or road; and by the Telegraph Act of 1878 provision is made for arbitration in the event of differences arising between the Postmaster-General and such person. The Telegraph Act of 1892, s. 2, also gives the Postmaster-General power to apply to the Railway and Canal Commission to hold an inquiry and make an order consenting to the construction of telegraphic communication, in the event of the occupier, lessee, or owner of any land or building refusing to consent to the construction or maintenance of such telegraphic communication by the Postmaster-General. By section 28 of the Tramways Act, 1870, tramway companies must, at their own expense, at all times maintain and keep in good condition and repair the portion of the road on which their tramways are laid. The Tramways Company's lines are laid on part of the road only; the repair of the rest of the road is left to the road authority as before. Independently of their interest in that portion there is no obligation to give notice to the Tramways Company under sub-section 2 of section 32 of the Tramways Act, 1870. The question is whether notice has to be given to the Tramway Company under section 28 of the Tramways Act. The conclusion I come to is that notice need not be given. Had it not been for section 28 of this Act the Tramway Company would have nothing to do with repairing the road. It is cast upon them by this Act. I think that section 32 provides that although the Tramway Company has to repair the road, nevertheless the company shall only exercise such rights as it has under section 32 with regard to section 28. As to the gas and water companies, I am not satisfied that they are in a similar position. They have powers to make a trench, put in pipes, and fill it up again, and they are bound to make it good; but I am not satisfied that persons having such limited powers can be said to come within section 13 of the Telegraph Act of 1863. The conclusion I come to on sections 28 and 32 of the Tramways Act is that the previous consent of the plaintiff company is not required by the defendant company before commencing to lay their wires. The action has failed, and must be dismissed.—COUNSEL, Cripps, Q.C., Stewart Smith, and Pegg; Swinfen Eady, Q.C., and Roskill. SOLICITORS, Warwick Webb & W. E. L. Gaine.

[Reported by J. H. DAVIES, Barrister-at-Law.]

Re BIRMINGHAM BREWERIES (LIM.). WARD v. BIRMINGHAM BREWERIES (LIM.). Stirling, J. 17th June.

PRACTICE—DEBENTURE-HOLDERS' ACTION—FORM OF JUDGMENT—INQUIRY AS TO PREFERENTIAL PAYMENTS—PREFERENTIAL PAYMENTS IN BANKRUPTCY ACT, 1888 (51 & 52 VICT. c. 62), s. 1—PREFERENTIAL PAYMENTS IN BANKRUPTCY (AMENDMENT) ACT, 1897 (60 & 61 VICT. c. 19), s. 2.

The plaintiffs in a debenture-holders' action moved for judgment in the usual form, all parties consenting.

STIRLING, J., in addition to the usual accounts and inquiries, directed an inquiry to be inserted whether there were any and what creditors entitled to preferential payment under the Preferential Payments in Bankruptcy Acts, 1888 and 1897, and what, if anything, was due to such creditors respectively.—COUNSEL, Sheldon and Martelli. SOLICITORS, Burton, Yeates, & Hart, for Johnsons, Barclay, & Rogers, Birmingham.

[Reported by W. H. DRAPER, Barrister-at-Law.]

Re SPEARMAN. SPEARMAN v. LOWNDES. Kekewich, J. 21st June.

SETTLEMENT—SETTLOR'S LIFE INTEREST—ALIENATION BY LAW—RECEIVING ORDER—GIFT OVER—TENANT FOR LIFE—SETTLED LAND ACTS, 1882 TO 1890.

By the settlement, dated the 15th of August, 1859, made upon the

marriage of Edward Robert Spearman and Lady Maria Louisa Spearman, the property brought into settlement by the husband was vested in the trustees of the settlement upon trust to invest the same as therein mentioned, and pay the interest, dividends, and annual produce thereof unto or permit the same to be received by the husband "until he shall be outlawed or be found or declared a bankrupt or become an insolvent debtor within the meaning of some Act of Parliament for the relief or relating to insolvent debtors, or shall do or commit any other act, or any other event shall occur whereby the said income or any part thereof would or might if hereby settled absolutely upon or in trust for him become alienated by law or vested in any other person or persons," and from and after the decease of the husband or the sooner determination of the trust thereinbefore declared for his benefit, upon trust to pay the whole of such interest, dividends, and annual produce unto or permit the same to be received by the wife and her appointees or assigns during her life for her separate use, and subject thereto upon trust for the children of the marriage as therein mentioned. There were four children of the marriage. By a separation deed dated the 22nd of September, 1886, made between the husband and the wife, the husband covenanted that he would, during their joint lives if they should so long live separate from each other, allow the wife to receive for her own benefit the interest, dividends, and annual income of the properties therein mentioned, being the property brought into the marriage settlement by the husband, and which comprised (inter alia) a freehold house in Grenville-place, Kensington. A receiving order was made against the husband on the 7th of September, 1886, but was rescinded on the 5th day of February, 1886. Between the date of the order and its rescission a sum of £8 5s. was received by the settlement trustees in respect of some of the investments representing part of the husband's settlement trust funds; but this sum was never paid over to, nor demanded by, the receiver. According to the wife's evidence a man was put into possession of the above-mentioned house in consequence of the receiving order, and remained in possession about two months. The wife took out a summons against the trustees of the settlement, claiming that she should, as tenant for life, be let into possession or receipt of the rents and profits of the Grenville-place house upon the terms therein mentioned, and asking that leave might be given to her to exercise in relation to the said house the powers conferred on her as tenant for life by the 63rd section of the Settled Land Act, 1882, or by that section in combination with any other enactment contained in the Settled Land Act, 1882 to 1890, except the powers of sale and exchange. The former part of the summons was disposed of in chambers, the plaintiff being let into possession of the said house upon certain terms. The latter part of the summons was adjourned into court for argument, the summons being amended by adding the husband as a defendant. The question which the court had to decide was whether, in the events which had happened, the husband's life estate had been forfeited. The following cases were referred to in the arguments of counsel: *Re Irving* (23 W. R. 376, 7 Ch. D. 419), *Wilkinson v. Wilkinson* (3 Sw. 515), *Re Amherst's Trusts* (20 W. R. 290, 13 Eq. 464), *White v. Chitty* (14 W. R. 364, 1 Eq. 372), *Whitmore v. Mason* (2 J. & H. 204), *Lloyd v. Lloyd* (2 Eq. 722), *Re Detmold* (37 W. R. 442, 40 Ch. D. 585), *Re Lofthus-Orway* (43 W. R. 501; 1895, 2 Ch. 235), *Re Sartoris* (40 W. R. 82; 1892, 1 Ch. 11).

KEKEWICH, J., held that there had been an alienation by law within the meaning of the settlement; that, as the alienation by law occurred in favour of the husband's creditors generally, the gift over to the wife was void; and that, consequently, the trusts in favour of the husband were still subsisting, and the wife had not shewn that she was the tenant for life of the house.—COUNSEL, R. J. Parker; Clouston; Christopher James. SOLICITORS, Lowe & Co.; Collyer-Bristow & Co.

[Reported by R. J. A. MORRISON, Barrister-at-Law.]

TAYLOR v. THE "CAMBRIDGE GAZETTE" CO. (LIM.) AND KILNER. Kekewich, J. 23rd June.

PRACTICE—PARTIES—JOINER OF DEFENDANTS—LIMITED COMPANY AND DIRECTOR—SEPARATE CAUSES OF ACTION—CLAIM FOR DAMAGES—INJUNCTION R.S.C. XVI. 4.

Motion. The facts in this case were as follows: The plaintiff, Taylor, was the proprietor of the *Cambridge Daily News*, and of the business, goodwill, and effects of a newspaper proprietor and publisher carried on at the *Cambridge Daily News* Office, Cambridge. The plaintiff commenced the business in 1888 and he continued in possession, working the same, until March, 1897. H. J. Kilner, C. S. Kilner, and the defendant W. J. Kilner, were mortgagees of the said newspaper and business. In 1897 litigation commenced between Messrs. Kilner and the plaintiff, and the plaintiff was restrained from interfering with Messrs. Kilner's possession of or trespassing upon the *Cambridge Daily News* offices at Cambridge and from otherwise interfering with the said business. The litigation ultimately resulted in the redemption of the property by the plaintiff. In September, 1898, the defendant company was incorporated for the purpose of establishing, printing, and publishing the *Cambridge Gazette*. The defendant Kilner was a director of the company, holding 100 shares in the same. The plaintiff commenced the present action against the company and Kilner and alleged in his statement of claim that the defendant Kilner had, while in possession of his, the plaintiff's, business as mortgagee, become possessed of various trade secrets belonging to the plaintiff's business and of the names of the plaintiff's customers, that the defendant Kilner upon the redemption of the said business had been instrumental in promoting the defendant company for the purpose of starting a rival newspaper and acquiring the benefit of the plaintiff's business and the goodwill thereof, and that the defendants were endeavouring and threatening to induce the members of the plaintiff's staff to break their contracts with the plaintiff and enter the defendant's service and hold themselves out as carrying

on the plaintiff's business, and further, that the defendants falsely represented to various persons that they were carrying on the plaintiff's business. The plaintiff claimed damages against the defendants and also injunctions to restrain them from (1) soliciting or endeavouring to obtain the custom or goodwill of the *Cambridge Daily News*; (2) representing to the plaintiff's customers so as to deceive them that the defendant's business was formerly the plaintiff's business or a continuation of the same; and (3) inducing the plaintiff's employees to break their contract of service with the plaintiff. The defendant Kilner now moved for an order that the said action should be dismissed as against him unless within seven days after such order the plaintiff should amend his statement of claim and particulars either (a) by striking out the name of the defendant company as a defendant to the action, or (b) by striking out all allegations as to acts done by the defendant Kilner otherwise than jointly with or as a director of the defendant company, and limiting the relief claimed against the defendant Kilner to relief in respect of acts done by him jointly with or as a director of the defendant company. Counsel for the motion contended that the defendants could not be joined in the one action as the causes of action against the defendants were in respect of separate torts, and relied on *Sadler v. The Great Western Railway Co.* (44 W. R. 50; 1896, A. C. 450) and *Taunton v. The London County Council* (47 W. R. 433; 1899, 1 Q. B. 840). Counsel for the plaintiff argued that this case was distinguishable from those cited, for in them the tort was committed by independent persons, whereas in the present case the two torts were in effect the same continued tort, the company having been formed for the purpose of continuing Kilner's tort, and being in fact his agent or successor; and that the case came directly within *oid. 16, r. 4*.

KEKEWICH, J.—In this case I have the guiding rule laid down by Smith, L.J., in *Thompson v. The London County Council*, on p. 842, where he says: "Now, I take the law to be settled by the House of Lords that order 16 has relation to the joinder of parties, and not to the joinder of causes of action." He was there no doubt particularly referring to what was said in *Sadler v. The Great Western Railway Co.*, on p. 453, where the same thing is said rather more at length. Apply that rule to this case. This is an action for an injunction, but it is founded on tort; there is no doubt about that. As regards anything done before the incorporation of the company, Kilner and Kilner only can be the tortfeasors, therefore there is a separate action against him up to that time. Then when the company was incorporated he may have acted as director or agent of the company. If in that capacity he has committed any of the alleged torts he can be joined with the company, and that is not objected to, but if he has committed any tort separately, the plaintiff cannot join him as a defendant, for if he joins him he is then joining different causes of action, which, according to the cases cited, he cannot do. Then it is said that the formation of the company was part of the fraud which Kilner committed, and that the company was formed in order to enable that tort to be continued, but to my mind the fact that after the formation of the company Kilner continued the tort is not a justification for joining the causes of action. I shall grant an order in the terms of the notice of motion.—COUNSEL, Warrington, Q.C., and Clauson; P. O. Lawrence, Q.C., and Edward Ford. SOLICITORS, E. Bromley; Stanley Evans & Co., for C. P. Jones, Cambridge.

[Reported by R. J. A. MORRISON, Barrister-at-Law.]

Re MARYON-WILSON. WILSON v. MARYON-WILSON. Kekewich, J. 22nd June.

REVENUE—ESTATE DUTY—SETTLEMENT ESTATE DUTY—PROPERTY SETTLED OUTSIDE WILL—FINANCE ACT, 1894 (57 & 58 VICT. C. 30), ss. 4, 5, 6, 8—FINANCE ACT, 1896 (59 & 60 VICT. C. 28), s. 19.

By a settlement dated the 23rd of July, 1895, made on the marriage of Eva K. Maryon-Wilson (afterwards Hardy) with G. C. Hardy, Sir Spencer Maryon-Wilson, the father of the wife, covenanted, in consideration of the marriage, with the trustees of the settlement and the husband and wife, that his executors should within six months of his death pay to the trustees £25,000 "without any deduction," to be held by the trustees upon the trusts therein declared in favour of the wife. Sir Spencer Maryon-Wilson died on the 31st of December, 1897, and by his will, dated the 1st of August, 1896, devised certain freehold estates to certain uses, and subject thereto to the trustees of his will for a term of 2,000 years upon trust to raise thereout and pay (*inter alia*) a sum of £25,000 to the trustees of the marriage settlement in performance of his covenant. This was a summons by the trustees of the will of the testator to determine how as between them and the trustees of the marriage settlement (1) the rateable part of the estate duty, and (2) the settlement estate duty which became payable upon the testator's death in respect of the sum of £25,000 ought to be borne. It was admitted that the rateable part of the estate duty must be borne by the testator's estate, but it was urged on behalf of the plaintiffs that the settlement estate duty ought to be borne by the trustees of the marriage settlement as the settlement of the £25,000 was made by that deed and not by the will.

KEKEWICH, J.—There is a distinction between a legacy or a gift of a share of residue settled by a will and a legacy given for a debt or as a bounty to persons who have themselves agreed to settle outside the will. In the case of *Re Webber, Gribble v. Webber* (1896, 1 Ch. 914), North, J., held that settlement estate duty on pecuniary legacies or shares of residue of personal estate settled by a testator's will must be borne, not by the legacies or the shares of residue, but by the general residue. North, J., considered that if that was not done the testator's intention would not be carried out, for if the duty were deducted from the legacies the beneficiaries would not receive what the testator intended to give them. Then the Finance Act, 1896, s. 19, provided that settlement estate duty leviable in respect of a legacy or other personal property settled by will should, unless the will contains an express provision to the contrary, be paid out of

the settled legacy or property. But that leaves at large the question how settlement estate duty is to be borne when the property is settled by an instrument outside the will. In this case it is true the settlement was not only within the testator's knowledge but he was a party to it himself. But suppose the testator had covenanted to pay his daughter this £25,000, and she had then settled it independently, he being no party to the transaction. How could one say the testator ought to be obliged to pay the settlement estate duty on that which ought to be paid not by him but by the person making the settlement. I think section 8 (iii.) and (iv.) of the Finance Act, 1894, rather assist the view of the plaintiffs than otherwise. I think the testator's estate will perform its part when it hands over the £25,000 free of estate duty to the trustees of the marriage settlement. They must bear the burden of the settlement estate duty, whether under section 4 of the Finance Act, 1894, or otherwise. Then it is urged that the testator covenanted to give this £25,000 "without any deduction," and he ought, therefore, to pay it clear of all duties. But I think he is only bound to pay the duty which intervenes between the estate which pays and the estate which receives—that is, the estate duty, and that the trustees of the marriage settlement who receive the property, holding it as settled property, ought to pay the settlement estate duty. Therefore, when property is settled not by the will itself, but by an instrument outside the will, settlement estate duty must be borne by the trustees of that outside settlement.—COUNSEL, O. Leigh Clare; Crassey; Austen-Cartmell. SOLICITORS, Bell, Steward, May, & How; Evans, Foster, & Wadham.

[Reported by C. C. HENSLEY, Barrister-at-Law.]

Winding-up Cases.

Re BANGOR AND NORTH WALES MUTUAL MARINE PROTECTION ASSOCIATION (LIM). Wright, J. 14th June.

COMPANY—WINDING UP—COMPANY LIMITED BY GUARANTEE—CONTRIBUTORIES—DEBTOR.

This was an application by J. Baird that his name might be removed from the list of contributories of the association, which was being wound up. The association was incorporated in December, 1881, as a company limited by guarantee without the capital being divided into shares. The association for the purpose of registration was to consist of 300 members, which number might be increased. The principal object of the company's business was the mutual insurance of ships belonging to the members of the association. The memorandum of association contained the following clause as to winding up: "Every member of the company undertakes to contribute to the assets of the company, in the event of the same being wound up during the time that he is a member or within one year afterwards, for payment of the debts and liabilities of the company contracted before the time at which he ceases to be a member, and the costs, charges, and expenses of winding up the same, and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required, not exceeding £1 per cent. on the value of his tonnage indemnified in the association, at £15 per ton." The articles of association which are material were as follows:—Article 4: "Every person shall be deemed to have agreed to become a member of the association who insures any ship or share of a ship in pursuance of the regulations hereinafter contained." Article 11: "The admission of a ship shall be deemed to have been effected and the member's right to insurance and liability to contribute shall begin at 12 o'clock at noon on the day of the date of its entry on the register; and such insurance and liability shall thenceforth continue without intermission until terminated in the manner hereinafter named." Article 13: "A member may withdraw his ship wholly or in part by giving not less than thirty days' written notice of his desire to withdraw on the 31st of December following, and, if such notice be given, this insurance and the liability to contribute to future claims shall cease on the expiration of such notice and the payment of all then unpaid subscriptions and (or) calls." Article 14: "In the event of the total loss of a ship her insurance and liability to contribute shall cease on the owner giving a written notice thereof, and on payment of all unpaid subscriptions and (or) calls." Article 29: "There shall be paid to the association for each ship on admission an entrance fee of 1s. per cent. on the sum insured, and on or before the 1st of January in every succeeding year the like sum of 1s. per cent." Article 30: "Calls shall be made for the payment of allowed claims and of current expenses at such dates as the directors may direct." Article 33: "If any member neglect or refuse to pay any subscription and (or) call, after demand made in writing (as provided by article 32), the member so neglecting or refusing shall be excluded from all benefit in respect of any insurance effected by him; but he shall, notwithstanding such exclusion, remain liable for his contribution of any liability incurred during his membership." Article 34: "Unpaid subscriptions and (or) calls shall bear interest . . . and shall be recoverable, with interest, by action at the suit of the association, although the defaulter may have ceased to be a member of the association." Article 77: "The calls on members for the payment of claims and for the necessary expenses of the association may be made in such manner and at such dates as the board in its discretion deems right; and payment thereof may be enforced by action at the suit of the association in any county court or in any division of the Supreme Court of Judicature." Another article provided that the secretary was to keep a register of members and ships insured, which, among other things, was to contain particulars of the name of the member and of the ship insured, the tonnage for which it was insured, and the value thereof at £15 per ton, and when and how the insurance ceased. He was also authorized to admit members and ships for insurance. Other articles dealt with the termination of membership, or insurance in case of bankruptcy, or in other events by notice from the directors after nonpayment of calls or subscriptions. The insurance

was mutual, each member's insurance by the other members being the consideration for his insuring them. A compulsory winding-up order was made against the company in April, 1897, Baird and others being placed on the list of contributories. Baird now applied to have his name taken off the list on the ground that he ceased to be a member of the company in 1893, and was under no liability, but if he was liable he could only be liable as a contributory in respect of the amount guaranteed by the memorandum of association.

WRIGHT, J., held that on the evidence and admissions in this case, it must be taken for the purpose of the application that Baird duly withdrew his ships at the end of 1893, and that no subscriptions or calls in respect of 1893 had ever been demanded of him, but the case had to be decided on the supposition that there were calls due from him in respect of 1893, the amount of which had, if necessary, to be the subject of an inquiry or action. Even by that supposition Baird ceased to be a member at the end of 1893 unless by force of article 13 he continued to be a member until payment of all subscriptions and calls due from him. The true construction of article 13 was not easy to determine. Membership seemed ordinarily to be constituted by insurance of a ship, which insurance involved a corresponding liability with other insured owners; but by article 11 the insurance and liability was to continue until terminated "in the manner hereinafter named." These last words apparently referred to articles 13 to 18. Article 13 provided that "a member may withdraw his ship wholly or in part by giving not less than thirty days' written notice of his desire to withdraw on the 31st day of December following, and if such notice be given, this insurance and the liability to contribute to future claims shall cease on the expiration of such notice and the payment of all then unpaid subscriptions and (or) calls." If this article were to be literally construed, it made the insurance itself continue until calls in arrear were paid, although the ship had been withdrawn, and this without any further subscription. So, on the similar words of article 14 the insurance of a ship which had been lost or sold would continue in like manner. That could not be the true meaning. The true meaning seemed to be that the insurance and liability were to cease subject to the continuing liability for arrears of subscriptions or calls, which liability were by articles 34 and 77 enforceable by action. Article 13 did not say in terms that membership was to continue, and article 34 shewed that a person might have ceased to be a member although he was in arrear with subscriptions and calls. In his lordship's opinion, therefore, Baird ceased to be a member at the end of 1893, although he may have still been liable to actions for unpaid subscriptions and calls. Further, even assuming him to continue to be a member, he was not liable as a contributory beyond the amount prescribed by the memorandum of association. Section 38 of the Companies Act, 1862, was too clear to admit of much doubt. The two cases cited for the liquidator, *Maxwell's case* (20 Eq. 585) and *McKewan's case* (25 W. R. 857, 6 Ch. D. 447), turned on different Acts and related to companies limited by shares. The case of *Lion Insurance Association v. Tucker* (32 W. R. 546, 12 Q. B. D. 176) shewed that the Baird was liable to be sued for these losses, but it was not suggested that he could be made a contributory for them. He was a debtor to the company or to the other members in respect of them, but not a contributory in the winding up.—COUNSELL, R. Younger; A. J. Chitty. SOLICITORS, Wynn, Holm, & Wynn, for H. Forshaw & Hawkins, Liverpool; Simpson & Co., for Hughes, Pritchard, & Rodday, Bangor.

[Reported by C. W. MEAD, Barrister-at-Law.]

CRIMINAL BUSINESS AT ASSIZES.

A REPORT on this subject has been issued by the General Council of the Bar, in which they say that the dates on which these assizes are held are arranged in accordance with a scheme framed by the judges and sanctioned by Orders in Council, which first came into operation on the 1st of October, 1893. The intervals that separate one assize from another are irregular, and vary from two to five and a-half months. For example: at Maidstone, on the Home Circuit, the Winter Assize is held on the 11th of January, the Summer Assize on the 29th of May, and the Autumn Assize on the 16th of November. At Aylesbury, on the Midland Circuit, the assizes are held on the 30th of January, the 16th of June, and the 13th of November. At Exeter, on the Western Circuit, the assizes are held on the 29th of January, the 15th of June, and the 8th of November. To this uneven division of the year and the long intervals occurring before the Summer and Autumn Assizes is due the long detention in gaol of prisoners, both innocent and guilty, awaiting trial in violation of the spirit of the constitution and at considerable cost to the state. Thus, in the year 1895, as appears from the judicial statistics, the period of detention in prison, reckoning from the day of committal by magistrates to the first day of actual trial at assizes, was more than 16 weeks in 115 cases (of which 19 were cases of acquittal), whilst in 55 cases it exceeded 18 weeks, and in six cases it exceeded 20 weeks. In many of these cases the prisoner had already been in custody for several weeks before his committal. Mr. Troup, C.B., the compiler of the statistics, justly remarked that in view of the greater facilities for travelling in 1895 as compared with 1834, it was a matter of surprise that the later year, instead of shewing an improvement, should shew a retrogression. The judicial statistics for the year 1896 do not shew the terms of detention before trial of assize prisoners. Those for the year 1897 give the periods of detention (reckoning as above) as more than 12 weeks in 257 cases (of which 57 were cases of acquittal), and more than 16 weeks in 120 cases (of which 30 were cases of acquittal), but they do not disclose how many of these exceeded 18 and 20 weeks. Only 24.5 per cent. or about one-fourth or the total number committed were released on bail, and of the remaining three-fourths, 506, or over 27 per cent. (of whom 104 were acquitted),

were detained for more than 8 weeks. The attention of the Government was drawn to this serious evil in February, 1897. They expressed their great regret that the present circuit arrangements necessitated it, and promised their serious attention. The judicial statistics for the year 1898 are not yet published, but an examination of the calendars issued for use before trial for the South-Eastern and Home Circuits and those for the Western Circuit (see Appendix 2) proves the continuance of the evil. Thus it appears that on the South-Eastern and Home Circuits in the year 1898, 48 prisoners were in gaol for more than 12 weeks before their trial, of whom 27 had been in custody for more than 16 weeks, 19 for more than 18 weeks, and one had been in gaol over 24 weeks. On the Western Circuit, in 1898, 32 prisoners were in gaol for more than 12 weeks before their trial, and of these more than a third had been awaiting trial over 16 weeks. The Council have not the means of ascertaining how many of these cases were cases of acquittal. To the uneven division of the year by the assizes is also due the uneven pressure of criminal business. On the South-Eastern and Home Circuits the numbers of prisoners for trial at the Summer and Autumn Assizes, 1898, were respectively 140 and 142, whilst at the Winter Assizes for 1898 and 1899 the numbers were 77 and 67 respectively. On the Western Circuit the numbers of prisoners for trial were 79 at the Winter Assize, 1898, 145 at the Summer Assize, 1898, 132 at the Autumn Assize, 1898, and 99 at the Winter Assize, 1899. The Maidstone Autumn Assize, 1898, offers an example of the results of this pressure of business, coupled with the absence of a sufficient judicial staff to cope with it. The assize was opened on the 21st of November, 1898. Twenty-four weeks and more had elapsed since the last assize, and in consequence there were forty-seven prisoners for trial as contrasted with seven prisoners for trial at the Winter Assize, 1899. Of the prisoners for trial fourteen had been in custody over twelve weeks; nine had suffered more than eighteen weeks imprisonment, and of these four were found innocent. Mr. Justice Hawkins stated in three cases of acquittal that the prisoners had already suffered more punishment than he would have inflicted if they had been found guilty. Daley, who was indicted for a murder committed on the 4th of June (on which day he was arrested), had been over twenty-four weeks in custody before his conviction on the 24th of November. The evidence in the case related therefore to matters which had occurred about six months before. This man was executed on the 13th of December. This case is given as an instance of what may occur where there is so long an interval between the Summer and Autumn Assizes; a similar case may occur in which the prisoner is innocent. Only one judge sat to dispose of the calendar, and at the end of the first week he adjourned, as he was obliged to hold the Lewes Assize, and the jurors and witnesses in the cases which had not then been heard had to attend again on the 5th of December. The assize lasted eleven days, and the court sat—

On Tuesday, November 22nd, from 12 noon until 9.15 p.m.; on Wednesday, November 23rd, from 10.30 a.m. until 7.35 p.m.; on Thursday, November 24th, from 10.30 a.m. until 8.25 p.m.; on Friday, November 25th, from 10.30 a.m. until 7.50 p.m.; on Saturday, November 26th, from 10.30 a.m. until 4.45 p.m.; on Monday, December 5th, from 11.30 a.m. until 9.25 p.m.; on Tuesday, December 6th, from 10 a.m. until 9 p.m.; on Wednesday, December 7th, from 10.30 a.m. until 11 p.m.; on Thursday, December 8th, from 10.30 a.m. until 9.45 p.m.; on Friday, December 9th, from 10.30 a.m. until 8.45 p.m.; on Saturday, December 10th, from 10 a.m. until 4 p.m. On the 9th of December the jury complained that the hours were unreasonable, and one of them stated he was scarcely able to walk when the court adjourned on the previous night. The counsel also complained of the late sittings of the court. It is obvious that two judges were necessary to try the prisoners in a reasonable time. Many of the cases could have been satisfactorily disposed of by a judge of the second rank, and the long detention of the jurymen and witnesses obviated. It must not be supposed that the late sittings at Maidstone are exceptional. At the Autumn Assizes at Maidstone, in 1895, the court sat on Tuesday, the 19th of November, until 7 p.m.; on Wednesday, the 20th of November, until 8.45 p.m.; and on Thursday, the 21st of November, until 9.30 p.m.; and Mr. Justice Wills, in a letter to the *Times*, on the 1st of January, 1897, says: "My experience has been that my hours of sitting on circuit average at least one-third more per diem than in London. They are often half as much again, and sometimes nearly, if not quite, twice as much. I have lately finished a circuit of five weeks and a-half, on which I seldom rose before six."

The Council further desire to draw attention to the great waste of judicial strength and time at the assizes. Owing to the maintenance of distinctions between forms of crime morally much the same, magistrates cannot dispose summarily of cases not a whit more complicated than those with which they hourly deal. Certain cases must be committed for trial to the assizes. In addition to this, many cases that are triable at quarter sessions are tried at the assizes. In 1896 the judges called the Home Secretary's attention to this, and suggested that the Assizes Relief Act, 1889, should be more frequently acted on. The Home Secretary issued a circular to the magistrates (see Appendix 3), but the judges and the circular admit that there are cases where the Act cannot in justice be utilized—i.e., where the assizes are considerably nearer at hand than the next quarter sessions. The county quarter sessions can only be held four times a year (except by way of adjournment), within certain fixed dates as provided by the Acts of Parliament relating thereto, and it is impossible in consequence of these Acts so to fix quarter sessions as to provide that cases triable by law either there or at assizes shall be disposed of with due dispatch. The following are examples of the trivial cases which sometimes occupy the time of the Supreme Court judges at assizes: (1) On the 15th of November, 1897, C.F.A., a labourer, aged 22, who had been in prison for three weeks, was tried and convicted at the Devon Assizes of stealing a

manure bag, value 6d., and sentenced to ten days' hard labour. The jury expressed the opinion that it was not a proper case for assizes, but there were no quarter sessions until January. (2) In November, 1898, W.W.L., a coachman, aged 45, was tried and convicted at the Sussex Assizes of stealing a brush, value 2s. The judge stated the case had cost the county £6. (3) On the 17th of February, 1899, E.S., a hawker, aged 50, was tried at the Merionethshire Assizes for attempting to steal a penny. It was the only case in the calendar, and the judge protested against being sent from one side of the country to the other to try such a trivial case. The next assize town was Carnarvon, where the assizes were opened on the 20th of February, 1899. A further waste of judicial and juries' time and public money is caused by the separate commissions for certain places. In addition to the commission of oyer and terminer and general gaol delivery for the various counties of England and Wales, there are separate and distinct commissions for the following cities and towns: Carmarthen, Exeter, Gloucester, Haverfordwest, Leicester, Lincoln, Newcastle-on-Tyne, Norwich, Nottingham, and Worcester. A table is annexed (see Appendix 4) showing the number of prisoners for trial at such places in the year 1898 and at the Winter Assize, 1899. The following is a sample of what sometimes takes place: The Devon Autumn Assizes were opened on the 13th of November, 1897, at the Castle, Exeter. There were 18 prisoners for trial. After charging the county grand jury, Mr. Justice Hawkins proceeded to the Guildhall to open the City of Exeter Assizes for the trial of one prisoner. His lordship, addressing the city grand jury, said that if a foreigner were to enter the court and to become aware of all that had been done in preparation for the assize, he (the learned judge) thought he would be astonished. There was himself, the mayor, sheriff, chaplains, officers of the court, no less than 33 gentlemen summoned for the grand jury, and 30 others from whom were to be nominated the petty jury, if necessary, all of whom under grievous penalties were obliged to be in attendance for disposing of the business of the court. He had no doubt that a foreigner would suppose there must be some very important business, if they required so many heads (about seventy) to get through it, and that therefore he would be astonished when he learnt that all they had to do was to try a case which he (his lordship) would have not sent for trial himself. It was a case in which a poor girl having given birth to a child was said to have endeavoured to conceal the fact. The grand jury ignored the bill. This closed the business of the city assize. At the City Summer Assize, 1898, there was again but one prisoner [rape], and at the City Autumn Assize there were only three cases [forgery, larceny by a bailee, and carnally knowing a girl under 13]. There seems to be no good reason why for assize purposes all these places should not be included in the ordinary county commission. Again, much judicial time is lost by sending Her Majesty's judges to assize towns where there is little or no business to be done. The council in the year 1897 collected the following statistics in regard to the Winter Assizes, 1897: "A judge of assize opened the commission at Huntingdon on the 11th of January last: his charge to the grand jury on the 12th took the agreeable form of a congratulatory address on the absence of crime in the county. On the 13th of January he opened the commission at Cambridge, and on the 14th he charged the grand jury there. There were three criminal cases in all. The bill in one case was thrown out: in another the prisoner pleaded guilty, and only the third case was tried. On the 15th of January the same judge tried one civil cause. Thus a whole week of judicial business was taken up in disposing of three criminal cases and trying one cause. At the last South Wales Circuit there were but thirty-nine prisoners for trial. At Haverfordwest there were two cases—one larceny and one perjury. At Brecon one horse stealing, one night poaching (not tried), and one rape. At Presteigne one housebreaking and larceny, and one warehouse breaking and larceny. At each of the four first-named towns the business took half-a-day, and at the fifth it took one day, the total time thus consumed—occupied scarcely the word—being five whole days. The time spent by the judge on the thirty-nine cases was from the 16th of January to the 5th of February a period of nineteen days, reckoning in Sundays, commission days, and days of travel. On the Western Circuit there were five prisoners at Devizes (taking two days), 7 at Dorchester (one day one hour), fourteen at Taunton (three days one hour), three at Bodmin (four and a-half hours), eighteen at Exeter (four days), twenty-nine at Winchester (five days), and nine at Bristol (three days and one hour). At Appleby on the Northern Circuit there were no prisoners and no causes. At Carlisle there were six prisoners who were all tried in a single day, and at Lancaster there were fourteen prisoners, who were disposed of in a day and a-half. Similar accounts might be furnished of several towns on each of the circuits." The calendars of the Winter Assizes, 1899, issued for use before trial have been examined. It appears that there were less than 10 prisoners for trial at 32 assize towns. There was, again, no criminal business at Appleby. There was only one prisoner for trial at each of the six following places—viz., at Cambridge, a case of carnally knowing a girl under 13; at Carlisle, a case of stealing a mat, some oilcloth and a pair of clogs, total value 12 shillings; at Monmouth, a case of forgery; at Bedford, a case of setting fire to a haystack; at Dolgelly, a case of attempting to steal a penny; at Presteigne, a burglary. At five towns there were only two cases—viz., at Huntingdon, forgery and obstructing a highway; at Oakham, carnal knowledge under 13 and grievous bodily harm; at Welshpool, night poaching (two prisoners); at Brecknock, bigamy and stealing a letter; and at Lampeter, grievous bodily harm and obtaining six shillings by false pretences. At three towns there were only three cases—at Dorchester, attempted murder, manslaughter, and rape; at Hereford, setting fire to a stable, larceny by a servant, and carnal knowledge under 13; at Beaumaris, assault with intent to rape, housebreaking, and false pretences. At Guildford and Oxford there were only four cases; at Bodmin, Lancaster, Reading, and Shrewsbury there were only five cases;

and at Shrewsbury the cases were three small larcenies, one indecent assault, and one malicious wounding. Taking the whole of the year 1897, there were, at the assizes, 168 commission days when no business was taken in court. The judges sat 821 days, 381 of which were exclusively devoted to criminal, and 373 exclusively to civil work. On 67 days both classes of work were dealt with; 834 civil actions were disposed of in court, of which only 751 were disposed of by verdict or judgment. There were 1,979 criminal cases, comprising 2,437 persons for trial. There was no trial in 75 cases, and there were 551 acquittals; 57 per cent. of the civil and 28 per cent. of the criminal cases were tried at Birmingham, Manchester, Liverpool, and Leeds. The council are of the opinion that the criminal business at assizes under the great system is carried on at a great waste of judicial time and energy, and at an extravagant cost to the country, that prisoners are kept waiting their trial in gaol for unreasonable lengths of time, that many innocent persons are thus punished without trial, and that even the guilty are punished before they are tried. They are convinced that if the history of each circuit for any one year were to be brought before Parliament the present state of things would be at once put an end to. In their view no prisoners ought to be kept waiting trial in custody for any considerable length of time. It is a public disgrace that innocent men should be imprisoned for three, four, and five months without trial; and the guilty should be brought to speedy trial, so that punishment may follow quickly upon crime. Numerically heavy lists ought to be disposed of by two judges, so that jurors may not be kept waiting away from their business, and witnesses of both sexes may not be kept day after day in the unsavoury and demoralizing precincts of a criminal court. Late sittings, save in very exceptional cases, are to be avoided as being unfair to prisoner, judge, jury, witnesses and counsel alike. The time and energy of the judges of the High Court ought not to be wasted for the purposes of trying cases capable of being tried equally well by a judge of the second rank. Needless formalities, such as separate commissions, which are productive of waste of time and money, both public and private, ought to be dispensed with.

The council do not underrate the difficulties of reforming the circuit system, and of remedying all the evils to which they have called attention. The council, on the 12th of July, 1897, resolved, "That the institution of a county criminal court for each county, on the lines suggested by Sir Harry Poland, is desirable," that is to say, a criminal court like the Central Criminal Court, to be held at regular intervals of two or three months, and at which judges of the second rank should try all except the most important cases, these last only being reserved for trial by Her Majesty's judges. The council recommend that either a Royal Commission or a departmental committee of the Home Office should be appointed to inquire exhaustively into the whole subject in all its bearings, and to examine the several suggested schemes of reform, so that the best may be adopted. They feel, however, that without waiting for any drastic reform, the Order in Council of October, 1893, made under section 25 of the Judicature Act, 1875, should be forthwith repealed, and a new scheme made by the judges, in accordance with which a new Order in Council should be passed.

Since this report was prepared and printed, an Order in Council, dated the 19th day of May, 1899, has been made, altering the dates for the holding of the assizes in Kent, Sussex, and Surrey, and providing for an autumn assize in the last-named county. The effect of the new arrangement will be to modify to some extent evils which have hitherto existed at Maidstone as described in the above report, the interval between the summer and autumn assizes being reduced from 24 to 19 weeks, and the assizes being postponed to the Sussex assizes. The Council, whilst recognizing that the order introduces a slight improvement in so far as these three counties are concerned, are of opinion that it is wholly inadequate as a measure to reform the unsatisfactory condition of things attendant upon the present assize system throughout the country at large, to which they have directed attention in this report.

The funeral of Mr. Robert Ascroft, M.P. for Oldham, took place on Friday in last week at the parish church, Timperley, Cheshire, whither the body was conveyed by railway from East Croydon in the morning. The mourners included a large number of representatives of public bodies at Oldham, whose deputations arrived by special train. Among them were the Mayor of Oldham and two leading members of the Oldham Liberal Association, Mr. Alfred Emmott and Mr. Adam Lee. The senders of floral wreaths included the Oldham Law Association, the Oldham Cotton Operatives, the Operative Spinners' Amalgamation, and the London Postal Telegraph Clerks' Association.

Among the Acts passed by the Legislature of New York, says the *Albany Law Journal*, one which amends the divorce law with reference to the rights of co-respondents is worthy of mention. By the provisions of this statute a co-respondent may be represented by counsel, and if none of the allegations made against him are established by proof, he may recover from the person naming him as co-respondent the costs represented by the trial fee and disbursements. This is a very proper provision of law, the enactment of which has been too long delayed, and the result will undoubtedly be that hereafter complainants will exercise extreme caution in naming co-respondents in divorce suits. It might have been well to have gone a step further and give the co-respondent, whose entire innocence of the charges made against him has been conclusively established, the right to bring suit for damages against the plaintiff when the latter fails to prove the charges made. But the provision for costs and counsels' fees will have a salutary effect, and further amendment can be made, if deemed advisable, in the direction indicated.

LAW SOCIETIES.

THE INCORPORATED LAW SOCIETY.

The following circular has been issued to members of the society:

DEAR SIR,—I am instructed by the Council to inform you that the Annual General Meeting of the members of this society will be held at the Society's Hall on Friday, the 14th day of July, 1899, at 2 p.m.

The following are the provisions of Bye-law 15 as to the business to be transacted at an Annual General Meeting—namely:

"The business of an Annual General Meeting shall be the election of President, Vice-President, and Members of Council, as directed by the charter, and also the election of Auditors; the reception of the accounts submitted by the Auditors for approval; the reception of the annual report of the Council; and the disposal of business introduced by the Council; and of any other matter which may, consistently with the charter and bye-laws, be introduced at such meeting."

On the other side will be found the names of the candidates nominated to fill the eleven vacancies in the Council, and in the offices of President, Vice-President, and Auditors, with the names and addresses of their nominators.

The following are the names of the members of the Council who go out of office by rotation, all of whom, with the exception of Mr. Munton and Mr. Wing, have been nominated for re-election—viz.: Mr. E. K. Blyth, Mr. E. J. Bristow, Mr. R. Cunliffe, Mr. W. F. Fladgate, Mr. J. E. Gray Hill, Mr. J. W. Howlett, Mr. B. G. Lake, Mr. C. B. Margetts, Mr. F. K. Munton, Mr. H. Wing.

Notice has been given of the following resolution to be moved at the meeting:

Mr. E. J. TRISTRAM will move: "That this meeting recommends the Council to endeavour to secure the publication, prior to issue, of County Court Draft Rules under the Rules Publication Act; that the Society should be represented upon the County Court Rules Committee, the existing representation of the profession through the President of the Society upon the Supreme Rules Committee being insufficient."

I am, dear Sir, yours faithfully,

E. W. WILLIAMSON, Secretary.

LIST OF QUALIFIED MEMBERS OF THE SOCIETY NOMINATED AS MEMBERS OF THE COUNCIL, TO BE ELECTED AT THE ANNUAL GENERAL MEETING ON THE 14TH OF JULY, 1899.

The Candidates whose Names are marked thus (*) go out of Office by rotation.

Date.	Name of Candidate.	Address.	Names of Nominators.	Address.
1899 May 15	George Edgar Frere (Frere, Cholmeley, & Co.)	28, Lincoln's-inn-fields, W.C.	Chas. Berkeley Margetts ... H. Manisty ... Thomas Marshall ... C. H. Morton ...	Huntingdon (President). 1, Howard-street, Strand (Vice-Pres.). Leeds. Liverpool.
15	William Dawes Freshfield (Freshfields & Williams)	31, Old Jewry, E.C.	Chas. Berkeley Margetts ... H. Manisty ... Thomas Marshall ... C. H. Morton ...	Huntingdon (President). 1, Howard-street, Strand (Vice-Pres.). Leeds. Liverpool.
June 8	*Ebenezer John Britlaw	1, Copthall-buildings, E.C.	H. Manisty ... John Hunter ... F. H. Rooke ... Thos. Fr. Peacock ... Francis F. Giraud ... John Lamb ... H. C. Beddoe ... H. Wakeham Purkis ...	1, Howard-street, Strand, W.C. 9, New-square, Lincoln's-inn, W.C. 45, Lincoln's-inn-fields, W.C. 13, South-square, Gray's-inn, W.C. Faversham. Birkenhead. Hereford.
8	Grantham Robert Dodd	54, New Broad-street, E.C.	Geo. A. Holme ... Thomas Webster ... Geo. A. Holme ... Thomas Webster ... Geo. A. Holme ... Thomas Webster ... Francis R. Howlett ...	1, Lincoln's-inn-fields, W.C. 10, New-court, W.C. 3, Howard-street, Strand, W.C. 10, New-court, W.C. 3, Howard-street, Strand, W.C. 10, New-court, W.C. 3, Howard-street, Strand, W.C. 9, King-street, Maidstone.
9	*Robert Cunliffe	48, Chancery-lane, E.C.	(Hon. Sec. Kent Law Society) George Winch ... F. Hughes Hallett ... Owen F. Daniel ... Thomas Marshall ... C. H. Morton ... Chas. Berkeley Margetts ... H. Manisty ... E. J. Bristow ... Robt. L. Hunter ... Chas. E. Stevens ...	Chatham. Ashford. Ramsgate. Leeds. Liverpool. Huntingdon (President). 1, Howard-street, Strand (Vice-Pres.). 1, Copthall-buildings, E.C. 9, New-square, Lincoln's-inn, W.C. Liverpool.
9	*Benjamin Greene Lake	10, New-sq., Lincoln's-inn, W.C.	(President Incorporated Law Society of Liverpool) W. Arthur Wightman ... (Vice-President Incorporated Law Society of Liverpool)	Liverpool.
9	*Charles Berkeley Margetts	Huntingdon	Arnold Trinder ... Walter Robt. Kersey ... Thos. Eggar ... Geo. Chesman ... C. B. Margetts ... Hy. Manisty ... Thos. Marshall ... C. H. Morton ... Henry Morten Colton ... W. Trower ...	156, Leadenhall-street, E.C. 52, Gracechurch-street, E.C. Brighton. Brighton. Huntingdon (President). 1, Howard-street, Strand (Vice-Pres.). Leeds. Liverpool. 4, Bream's-buildings, W.C. Lincoln's-inn, W.C.
12	Stephen Henham King (King & Hughes)	*Maidstone		
13	*William Francis Fladgate	Craig's-court, Charing-cross		
13	*John Edward Gray Hill	10, Water-street, Liverpool		
14	*Edmund Kell Blyth	112, Gresham House, Old Broad-street, E.C.		
14	*James Barnes Howlett	4, Brunswick-place, Hove, Brighton		
16	Frank Rowley Parker (Sharpe, Parker, & Co.)	12, New-court, Carey-street, W.C.; and 9, Bridge-street, Westminster		
20	Sir George Henry Lewis	Ely-place, Holborn		
May	LIST OF QUALIFIED MEMBERS PROPOSED AS PRESIDENT AND VICE-PRESIDENT OF THE SOCIETY.			
15	Henry Manisty (as President)	1, Howard-street, Strand	Robt. L. Hunter ... E. Robt. Still ... Robt. L. Hunter ... E. Robt. Still ...	9, New-square, Lincoln's-inn, W.C. 5, New-square, Lincoln's-inn, W.C. 9, New-square, Lincoln's-inn, W.C. 5, New-square, Lincoln's-inn, W.C.
16	Robert Ellett (as Vice-President)	Cirencester		
June	LIST OF QUALIFIED PERSONS PROPOSED AS AUDITORS TO THE SOCIETY.			
8	John Stephens Chappelow, F.C.A.	10, Lincoln's-inn-fields, W.C.	R. W. Tweedie ... Joseph Prior ... A. T. Whatley ... C. T. Arnold ... M. J. Greener ... W. J. B. Tippetts ...	5, Lincoln's-inn-fields, W.C. 61, Lincoln's-inn-fields, W.C. 27, Lincoln's-inn-fields, W.C. 3, Arlington-street, St. James's. 85, Gresham-street, E.C. 11, Maiden-lane, E.C.
14	Arthur George Guillemard	3, Arlington-street, St. James's		
21	Alexander Neale	7, Poultry, E.C.		

NEW ORDERS, &c.

RULES PUBLICATION ACT, 1893.

(56 & 57 Vict. c. 66.)

In pursuance of section 3 (3) of the above Act notice is hereby given:—

(1) That the undermentioned Orders have been made by the Lord Chancellor—

(a) Amending "The County Courts (Bankruptcy and Companies Winding-up) Jurisdiction Order, 1899," as to Rochdale, &c.

(b) Postponing the coming into operation of certain provisions of the County Courts (Districts) Order in Council, 1899, as to Jarrow.

(2) That such Orders so issued are Statutory Rules and have been numbered and printed under the above Act, and that they may be referred to by their short titles or by their numbers as Statutory Rules as hereunder specified.

(3) That copies of such Statutory Rules may be purchased either directly or through any bookseller, from Messrs. Eyre & Spottiswoode, East Harding-street, Fleet-street, E.C., and 32, Abingdon-street, Westminster, S.W.; or John Menzies & Co., 12, Hanover-street, Edinburgh, and 90, West Nile-street, Glasgow; or Messrs. Hodges, Figgis, & Co. (Limited), 104, Grafton-street, Dublin.

List of Orders to which the above Notice refers.

The County Courts (Bankruptcy and Companies Winding-up) Jurisdiction Order, June, 1899: Statutory Rules and Orders, 1899, No. 433.

L. 21.

The County Courts (Districts) Postponement Order, No. 5: Statutory Rules and Orders, 1899, No. 432.

L. 20.

TRANSFER OF ACTION.

ORDER OF COURT.

Friday, the 23rd day of June, 1899.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Wright.

SCHEDULE.

Mr. Justice KEKEWICH (1899—G.—No. 882).

Carl Wilhelm Groos v Anthony Birrell Pearce & Co (Limited).

HALSBURY, C.

LAW STUDENTS' JOURNAL.

LEGAL EDUCATION IN YORKSHIRE.

As the result of conferences with representatives of the Yorkshire Board of Legal Studies, the council of the Yorkshire College has, with the approval of the board of governors, decided to add a Department of Law to the other courses of study followed in the college, and it is proposed to appoint within the next few weeks a professor of law and three lecturers on various branches of the subject. Lectures and classes will be instituted to prepare for the law degree of the Victoria University, and for the examinations of the Council of Legal Education and of the Incorporated Law Society. The necessary funds, which have been guaranteed for five years, have been subscribed by law societies, practitioners, and students in Yorkshire, aided by the Incorporated Law Society of the United Kingdom.

LEGAL NEWS.

APPOINTMENTS.

Mr. JAMES ARTHUR HUDSON, solicitor, of the firm of Brierley & Hudson, of Rochdale, has been appointed a Perpetual Commissioner for Taking the Acknowledgments of Deeds by Married Women in and for the County of Lancaster.

Mr. FREDERIC HUGH LEE, solicitor, of 1, The Sanctuary, Westminster, has been appointed by Sir Arthur Charles Registrar of the Court of Archer, in succession to Mr. Cyrus Waddilove, of 23, Knight-riding-street, E.C., who has resigned.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

GEORGE PENFOLD HOLMES and ERNEST WILLIAM BENNETT, solicitors (Holmes & Bennett), 10, Bedford-row, Worthing. May 31, 1899. In future such business will be carried on by the said Ernest William Bennett at the above address in his sole name.

JAMES PARKER AYERS and WILLIAM GIPPS KENT, solicitors (Parker, Ayers, & Kent), 11, Gray's-inn-place, Gray's-inn, London. June 17, 1899. [Gazette, June 23.]

JOHN R. FLETCHER and ARTHUR M. FLETCHER, solicitors (Fletcher & Son), South Shore and Blackpool. May 31, 1899. Arthur Monk Fletcher will

carry on the said business alone until the admission of John Robert Fletcher, the younger, under the terms of an agreement dated the 1st of February, 1897. [Gazette, June 27.]

GENERAL.

It is announced that Mr. Justice Darling and Mr. Justice Cozens-Hardy will be the two Long Vacation judges during the ensuing vacation.

The *Times* says that it has now been decided that a Commissioner of Assize shall be appointed to take Mr. Justice Bucknill's place at the ensuing assizes at Stafford and Birmingham. The commissioner will join Mr. Justice Day at Stafford, and will afterwards proceed to Birmingham, where he will join Mr. Justice Channell.

A correspondent who wrote on Saturday to the effect that on the Northern Circuit it used to be the custom for counsel on the last day of assizes to appear without wig and gown is, says the *Pall Mall Gazette*, corroborated by old members of that circuit. Some think that the custom was general on other circuits—a point well worth clearing up, but as to which there seems to be no record. The origin of the custom was due to the exigencies of packing the circuit van, which, in order to get to the next town in time, started before counsel, who rode there. Sir Harry Poland, Q.C., tells a story of Baron Martin many years ago taking off his wig at the Lewes assizes, and inviting the bar to do the same. Whereupon a juror, a fat and rubicund old farmer, remarking "A werry good suggestion, my lord," promptly took off his coat and sat in his shirt-sleeves.

The Council of the Incorporated Law Society, in their report, just issued, thus refer to the deceased and retiring members of their body: "The Council announce with much regret the vacancies caused by the death of Mr. Henry Roscoe and the retirement of Mr. Henry Wing and Mr. Francis Kerridge Munton. Mr. Roscoe was elected a member of the Council in the year 1873, and was president in the year 1885. Mr. Roscoe was unremitting in his attention to the business of the society, and his sound judgment was always of the greatest benefit. His death has created a vacancy which it will be difficult to fill. Mr. Wing has been a member of the Council since the year 1888. He was a regular attendant at the meetings of the Council and of the committees, and much advantage was derived from his great professional experience. For the past two years Mr. Wing's state of health has not been satisfactory, and it has now, unfortunately, led to his retirement. Mr. Munton was elected a member of the Council in the year 1892. He was chairman of the County Court Committee from its inception in the year 1895, and has done much to aid the members in their deliberations. He took a keen interest in all matters affecting the procedure of the courts. It is greatly to be regretted that considerations of health have led to his resignation and withdrawal from active practice."

The Chancellor of the Exchequer having granted to Mr. Oswald, the member for Oldham, the Stewardship of the Manor of Northstead, Sir William Walrond, in the House of Commons, moved for a new writ to fill the double vacancy caused by Mr. Ascroft's death and Mr. Oswald's resignation. This scheme of dealing with both seats in the same writ will, says the *Times*, preclude the possibility of a complication such as arose upon the retirement of Sir James Whitehead and Mr. Picton in 1894, when a single election was held at Leicester after separate writs had been issued. The legality of the Leicester return being questioned, a Select Committee was appointed by the House of Commons to investigate the matter. The report of this committee, over which Mr. Asquith presided, placed on record an expression of opinion that when two or more separate writs are issued for the same constituency it is the duty of the returning officer to hold a separate election and make a separate return in the case of each. "The House of Commons," the committee added, "alone has the power of determining whether separate or combined elections shall be held; and the intention of the House might be defeated by local or personal influences if it were to be conceded that where two writs have been issued in pursuance of the orders of the House, it rests in the discretion of the returning officer whether he shall hold two elections or one."

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

July 3.—Mr. WM. HOUGHTON, at the Mart, at 2:—Walthamstow (adjoining Epping Forest): Freehold Building Estate, being "Cook's Folly" (otherwise known as "Belle Vue"), situate in the Forest-road; also Freehold Building Land situate in Wadham-road, Billesdon-road, and Chingford-road of 155 acres. Solicitors, Messrs. W. Houghton & Son, London, and Messrs. H. & J. M. Underhill & Thorneycroft, Wolverhampton; or of Edward Hilder, Esq., London. (See advertisement, June 3, p. 6.)

July 3.—Messrs. WRATHEALL & GREEN, at the Mart, at 2:—Five Acres of Freehold Building Land, in Six Lots; also a Block of Freehold Building Land; both at Clapham. Solicitors, Messrs. Hawks, Stokes, & McKean, London. (See advertisements, June 3, p. 11.)

July 4.—Messrs. WALTON & LEE, at the Mart, at 2:—Huntingdonshire and Northamptonshire: Seven miles from Peterborough six miles from Oundle, and three miles from Yaxley Station on the Great Northern Main Line, Freehold Residential and Sporting Estate known as Washingley, extending over about 2,648 acres, and including Washingley Hall; the whole estate, with a fair estimate for the portions in hand, produces a rental of £3,300 per annum. Solicitors, Messrs. Thorpe & Perry, Nottingham. Inverness-shire: On the shores of Beaulieu Firth, six miles west of Inverness, and six miles from Beaulieu, the Highland Residential and Sporting Property known as the Lentrane Estate, embracing an area of about 468 acres, and comprising a handsome Residence of modern design and construction in the perpendicular style of architecture. Solicitors, Messrs. Stewart, Rule, & Burns, Inverness. (See advertisements, June 3, p. 9.)

July 6.—Messrs. DERENHAM, TROWEN, FARMER, & BRIDGEWATER, at the Mart, at 2:—Upper Norwood: Freehold Property, comprising residence known as Leadfold, Gibson's-hill, in all about 7a. 0r. 8p., for early possession; let on a yearly

tenancy at £12 per annum. Solicitors, Messrs. C. W. Dommett & Son, London.
(See advertisement, June 17, p. 6.)
July 6.—Messrs. STIMSON & SONS, at the Mart, at 2, in Seven Lots:—St. Pancras: Freehold Ground-rents of £1,000 per annum, secured upon properties situate in Seymour-street, Charles-street, Gee-street, Aldenham-street, Chalton-street, and Stibington-street, Somers Town, with Reversion in from 12 to 43 years to rack-rents estimated at £5,300 per annum. Also the Freehold House, No. 105, Aldenham-street, let at £30 10s. per annum. Solicitors, Messrs. Wood & Sons, London. (See advertisements, June 24, p. 4.)
July 6.—Messrs. H. E. FORSTER & CHAMFIELD, at the Mart, at 2:

REVERSIONS:

To One-sixth of a Trust Fund, represented by Freeholds at Birmingham, value £8,000; lady aged 46. Solicitor, J. W. Phillips, Esq., Birmingham.
To One-sixth and One-sixth of One-sixth of a Trust Estate, value nearly £11,000; lady aged 59. Solicitors, Messrs. Douglas Norman & Co., London.
To One-sixth of a Trust Estate, producing over £5,256 per annum; ladies aged 18 and 60. Solicitor, E. M. Lazarus, Esq., London.
To One-sixth of a Trust Fund, value £32,000; ladies aged 39 and 45. Solicitor, Walter B. Sayer, Esq., London.
To Two-sevenths of a Trust Estate, producing £257 per annum, lady aged 64. Also a Life Interest, producing £64 per annum; lady aged 58. Solicitor, G. T. Devonshire, Esq., London.
To a Trust Fund, value £3,180; lady aged 40 (see conditions). Solicitors, Messrs. Hopwoods & Dowson, London.
To One-tenth of Freehold, value £4,300; aged 72. Solicitor, A. S. C. Doyle, Esq., London.

REVERSIONARY LIFE INTEREST of a gentleman aged 85 on decrease of a lady aged 69, income £1,185 per annum, with policy. Solicitor, Casson Perrot-Smith, Esq., London.
£300, with interest at 5 per cent. from 1873; lady aged 85. Solicitors, Messrs. Linklater & Co., London.

MORTGAGE DEBT of £400.

POLICIES:

For £1,000 and £500. Solicitors, Messrs. Tidy & Tidy, London.
For £4,000, £1,000. Solicitors, Messrs. Sans & Young, London.
For £500.

(For full particulars see advertisements this week, back page.)

RESULT OF SALE.

Messrs. C. C. & T. MOORE sold at the Mart on June 22:—Freeholds: Ground-rent on 4, 46, and 48, Bath-street, Poplar, £375; 50, Bath-street, Poplar, £350; 15 and 16, Newby-place, Poplar, £585; 85, High-street, Poplar, £505; 30 and 22, Crescent-road, Upton Park, £750; 1-5, Dacre-road, Upton Park, £910; 19-21, Pelling-street, Upton Park, £970; 15, Stafford-road, Bow, £410; 14-20, Lushon-street, West Ham, £610. Leaseholds: 29-35, Warwick-road, West Ham, £875; 74, Woodgrange-road, Forest Gate, £75; 30, 81, Paul-road, Limehouse, £355; 147, 149, and 161-173, Devons-road, Bromley, £1,190; 79, 80, 81, and 84, Plumstead-road, and 1 and 2, Inverness-place, and Mission Hall, £1,430; 80 and 82, Bath-street, Poplar, £380. Total, £9,770.

WINDING UP NOTICES.

London Gazette.—FRIDAY, JUNE 23.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ANGLO-SWEDISH STEEL TUBE CO., LIMITED—Petn for winding up, presented June 16, directed to be heard on July 12. Belfrage & Co, John St, Bedford row, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 11.

AIDERTON, KERN, & CO., LIMITED—Creditors are required, on or before Aug 5, to send their names and addresses, and the particulars of their debts or claims, to John Reeves, Bank Bldgs, Hastings. Chulinder, Hastings, solors to liquidator.

BIRKENHEAD SHIPPING CO., LIMITED—Creditors are required, on or before Sept 23, to send their names and addresses, and the particulars of their debts or claims, to William McMillan, 16, Brunswick St, Liverpool. Batesons & Co, solors to liquidator.

"BLOCK 40" HAMPTON PLAINS ESTATE, LIMITED (IN LIQUIDATION)—Creditors are required, on or before August 4, to send their names and addresses, and the particulars of their debts or claims, to Stuart C. Robertson, 2, Tokenhouse bldgs.

"Block 45" HAMPTON PLAINS ESTATE, LIMITED (IN LIQUIDATION)—Creditors are required, on or before August 4, to send their names and addresses, and the particulars of their debts or claims, to Stuart C. Robertson, 2, Tokenhouse bldgs.

"Block 50" HAMPTON PLAINS ESTATE, LIMITED (IN LIQUIDATION)—Creditors are required, on or before August 4, to send their names and addresses, and the particulars of their debts or claims, to Stuart C. Robertson, 2, Tokenhouse bldgs.

GOLDEN HORSE-SHOE GOLD MINING CO., LIMITED—Creditors are required, on or before October 31, to send their names and addresses, and the particulars of their debts or claims, to Mr Charles Bennett, Messrs. 3, Great Winchester St, Dawes & Sons, 9, Angel Ct, Throgmorton St, solors for liquidator.

GULLEWA GOLD MINING, LIMITED—Creditors are required, on or before August 20, to send their names and addresses, and the particulars of their debts or claims, to Julius Wilson Hetherington Byrne, 81, Gracechurch St.

HARPER TRADING SYNDICATE, LIMITED—Creditors are required, on or before July 24, to send their names and addresses, and the particulars of their debts or claims, to Mr Frederick Sydney Pine, 40, King St, Cheapside.

METROPOLIS HOTEL (COVE) SYNDICATE, LIMITED—Petn for winding up, presented June 17, directed to be heard July 12. Riddell & Co, 9, John St, Bedford row, solors for petner. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of July 11.

FRIENDLY SOCIETY.

SUBSIDED FOR THREE MONTHS.

DIAMOND LOYAL ORANGE LODGE FRIENDLY SOCIETY, Park Horse Hotel, Ashton rd, Openshaw, Lancashire June 19.

London Gazette.—TUESDAY, JUNE 27.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CHILI GOLD GRAVELS, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Oct 1, to send their names and addresses, and the particulars of their debts or claims, to Thomas Jehu Garlick, 17, Basinghall St.

EXPLORING AND INDUSTRIAL SYNDICATE, LIMITED—Petn for winding up, presented June 30, directed to be heard July 12. Keddley & Co, 9, Fenchurch St, solors for petner. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of July 11.

GLANDOWER STRAITS CO., LIMITED—Petn for winding up, presented June 31, directed to be heard July 12. Williamson & Co, 13, Sherborne lane, for Inglewood & Sons, Cardiff, solors for petner. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of July 11.

H. JOSEPH, LIMITED—Creditors are required, on or before Aug 9, to send their names and addresses, and the particulars of their debts or claims, to Georg Frederick Fulcher, Chingford. Milner & Bickford, 1, Great Tower St, solors to the liquidators.

LA YERCA GOLD AND SILVER MINES, LIMITED—Creditors are required, on or before Aug 8, to send their names and addresses, and the particulars of their debts and claims, to Stanley Banning, 20, Bucklebury.

PEES AND GENERAL CONTRACT CORPORATION, LIMITED—Creditors are required, on or before July 15, to send their names and addresses, and the particulars of their debts or claims, to Archibald William Stirling, 1, King's Arms Yd.

SOUTHERN CROSS SYNDICATE, LIMITED—Creditors are required, on or before Aug 1, to

send their names and addresses, and the particulars of their debts or claims, to Romer & Haslam, 4, Copthall chambers, solors to liquidators.
WILLIAMSON & JOSEPH, LIMITED—By an order made by Wright, J., on June 14, it was ordered that the voluntary winding up of Williamson & Joseph, Limited, be continued. Dicks, 66, Gresham St, solors for petners.

FRIENDLY SOCIETIES DISSOLVED.

BRITANNIA LODGE, L.O. ODDFELLOWS, Treacast, Brecon. June 15.
HAWES MANUFACTURERS' FRIENDLY BENEFIT SOCIETY, Grey Horse Inn, Gabauch, Durham. June 20.
NAILSTONE FEMALE FRIENDLY SOCIETY, Nailstone, Leicester. June 31.
SWALWELL TRADESMEN'S BENEFIT SOCIETY, Swalwell, Durham. June 21.
UNITED PROTECTIVE HUMANE SOCIETY, King's Arms Inn, Chagford, Devon. June 20.

WARNING TO INTENDING HOUSE PURCHASERS AND LESSORS.—Before purchasing or renting a house have the Sanitary Arrangements thoroughly Examined, Tested, and Reported upon by an Expert from The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. Established 23 years. Telegrams, "Sanitation."—[ADVT.]

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, JUNE 6.

HAMPTON, EDMUND WILLIAM, Pontardawe, Glam, Merchant July 5 Wheeler and Gregory v Hampton, North, J. James, Swansea.

London Gazette.—FRIDAY, JUNE 9.

BARLOW, JAMES, Rochdale, Lancaster July 8 Hall v Barlow, Registrar, Manchester.
TURNBULL & MAYNE, v Gardner, North, J. James, Swansea.
EAKRIGG, ROBERT ATKINSON, J.P., Liscard, Chester July 12 Eakrigg v Eakrigg, Registrar, Liverpool.
EAKRIGG, ROBERT ATKINSON, J.P., Liscard, Chester July 12 Eakrigg v Eakrigg, Registrar, Liverpool.
PEARCE, JOHN, Holmes, Rotherham, York, Innkeeper July 7 Hirst v Hickmott, Stirling, J. Hickmott, Rotherham.

London Gazette.—FRIDAY, JUNE 16.

ANGLESEY, HENRY MARQUIS of, Plas Newydd, Llanfairpwll, Anglesey July 19 William v Gardner, North, J. James, Swansea.
GOUGH, THOMAS, Knighton, Radnor, Surveyor July 9 Owen v Davies, North, J. Wallis, Hereford.
PRICE, THOMAS, Bilston, Stafford, Coal Master July 18 Smith v Price, Kekewich, J. Wassell, Bilston.

London Gazette.—TUESDAY, JUNE 20.

DAVIES, HOWELL, Willow Bank, Whitland, Carmarthen, Gent July 20 Jenkins v Jenkins, Kekewich, J. Lascelles, Narberth.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, JUNE 13.

ATKINSON, ALFRED, Kirkstall, Leeds June 30 Rhodes, Sherburn in Elmet.
BATT, EDGAR DUMARESCU, Abergavenny, Mon July 8 Cooke & Co, Bristol.
CHEETHAM, CHARLES, Rochdale July 31 Brierley & Hudson, Rochdale.
CHIPPENDALE, WILLIAM TURPIN, Embsay, nr Skipton, York, Innkeeper June 17 Bous & Wood, Skipton.
COLVEN, ROSINA FRIGES, Anerley, Surrey July 21 Stevens & Drayton, Queen Victoria.
CUFF, ELIZABETH, Bristol July 10 Cumberland, Bristol.
DAVIES, JOHN, Greenwich June 30 Sydney, Renfrew rd, Lambeth.
DAVIES, JOHN HUNGERFORD, Llangollen, Denbigh July 10 Owen, Liverpool.
DIX, MIRIAM, Lancaster rd, Notting Hill, Housekeeper July 18 Smythe & Bristol, Staple inn.
FOWLER, JAMES, Watford, Herts, Tailor July 18 Letts Bros, Bartlett's bldgs.
GOLDTHROP, ANN, Halifax July 24 Laycock & Co, Huddersfield.
GORMAN, JOHN JAMES, Hackney rd, Butcher July 8 Voss, Bethnal Green rd.
HALL, JOHN, Wednesbury, Staffs, Beerhouse Keeper June 30 Thurnfield & Maslin, Wednesbury.
HAYTHORNE, JAMES, Liverpool, Licensed Victualler July 31 Sefton, Liverpool.
HAYTHORNE, MARGARET ANNIE, Liverpool July 31 Sefton, Liverpool.
HYATT, ELLEN, Chelsea July 13 Noël, Serle St, Lincoln inn fields.
KANAWANE, MICHAEL, Birkenhead, Army Pensioner July 10 Newman & Kent, Liverpool.
LARSON, EMIL, Manchester, Shipping Merchant July 30 Sutton & Co, Manchester.
LEE, THOMAS HENRY, Chelsea July 9 Bird & Hamer, South sq, Gray's inn.
LILLEY, THOMAS, Wellingborough, Northampton, Boot Manufacturer July 10 Bursan & Co, Wellingborough.
LIVERK, GEORGE, Accrington, Tinsplate Worker July 13 Bunting, Accrington.
MERRIS, MARY ANN, Selly Oak, Worcester July 24 James & Barton, Birmingham.
MORRIS, JOSEPH, Highgate July 15 Sheehy, Coleman St.
MURPHY, WILLIAM FRANCIS, Hulme, Manchester, Clothier July 3 Dixon & Liss, Manchester.
NADIM, BETSY ELIZABETH, Portsea, Hants July 19 Pearce & Son, Portsea.
NICHOLSON, ALICE, Bury, nr Ormskirk, Licensed Victualler July 10 Newman & Kent, Liverpool.
NOBLE, HANNAH, Leadgate, Durham July 31 Ballany, Consett, nr Durham.
PALMER, WILLIAM, Liverpool July 21 Kelly, Liverpool.
PLANT, JOSEPH, Longton, Staffs July 19 Young & Co, Longton.
PRICE, CHARLES LEBSON, Crowborough, Sussex, Surgeon July 15 Drake & Le, Lewes.
ROWBOTHAM, WILLIAM, Manchester Sept 30 Marriott & Co, Manchester.
SCHMETTAT, KARL JOHANN, Champion hill, Camberwell July 24 Hays & Co, Abchurch lane.
SHEPLEY, JOHN, Bollington Cross, nr Macclesfield, Coal Age July 4 Dyson, Manchester.

MELLER, FREDERICK, Burnham, Staffs, Licensed Victualler June 24 Sproston, New-
 castle
 MONTAGUE JESSOP, Sheffield, Stock Broker's Clerk Sept 30 Porrett &
 Fawcett, Sheffield
 STRICE, EDWARD JOHN, Cambridge, Carpenter Aug 1 Ginn & Matthew, Cambridge
 STUCKEY, SARAH, Stratford, Lancs June 30 Watson & Booth, Manchester
 TAYLOR, ANN, Liverpool July 22 Smith & Son, Liverpool
 TURNER, ARTHUR, Shawforth, nr Roshdale Aug 10 March & Co, Manchester
 WALKER, ALEXANDER, Newton Heath, Manchester, Doctor July 18 Higham, Man-
 chester
 WALKER, CHARLES, Rio de Janeiro July 31 Ogden, Manchester
 WARD, BETTY GREEN, Workington, Cumberland, Draper July 26 Jones, Workington
 WHITTINGTON, ROBERT ESBURY, Swainswick, Somerset July 20 Whittington, Surrey st,
 Strand
 WILSON, ELIZABETH, Formby, Lancs July 11 Sefton, Liverpool
 WILSON, WILLIAM, Formby, Lancs, Cab Proprietor July 11 Sefton, Liverpool

London Gazette.—FRIDAY, JUNE 16.

ABBOTT, ALICE JANE, Baywater July 24 Holt & Co, Lincoln's inn fields
 ADAMS, ALFRED, Liverpool, Chandler July 15 Tetlow, Liverpool
 AINSWORTH, PETER, Accrington, retired Farmer Aug 7 Sharples & Son, Accrington
 BRETT, DANIEL, Silloth, Cumberland July 16 E & K J Hough, Carlisle
 BOLLES, WILLIAM, Fulham July 1 Thomson & Co, Ladbroke grove, Notting hill
 BOWLEY, FREDERICK HENRY, Brookley, Commercial Traveller July 15 Shallice,
 Greenwich
 CLARK, JOHN FRANCIS, Exning, nr Newmarket July 15 D'Albani & Ellis, Newmarket
 COOK, EDWARD FENNA, Porchester ter, Hyde Park Aug 1 Broadbent & Heelis, Bolton
 DAVIS, JAMES, King's Norton, Worcester July 15 Goodrick-Clarks & Smith, Birmingham
 DEAN, BARBARA, Wark, Northumberland July 14 Rennoldson, South Shields
 DECKWORTH, THOMAS, Oswaldtwistle, Lancs, Earthenware Manufacturer Aug 1 Reddish,
 Church
 EDWARDS, HARRIET, Bilbrook, nr Wolverhampton June 30 Court, Wolverhampton
 FARMER, EMILY, Ilfracombe July 21 Rowe, Ilfracombe
 FORDON, THOMAS, Brixton June 24 Burton & Son, Blackfriars rd
 FORREST, THOMAS, Portland pl Aug 1 Harwood & Stephenson, Lombard st
 GARNETT, ELIZABETH, Saxon, Devon July 31 Newman & Co, Yeovil
 GASKELL, ELIZABETH, Pemberton, Lancs July 7 Jackson, Wigan
 GODDARD, DAVID, Great Bedwyn, Wilts July 17 Fairfax, Banbury
 GOSSET, WILLIAM DRISCOLL, West Kensington Aug 12 James, Strand
 HENDERSTONE, ELIZA, Palace ct, Domestic Servant July 8 Endersby, c o Fuller,
 Serjeants' inn, Fleet st
 HUTCHINGS, REV THOMAS NEVILL, Salisbury, Wilts July 16 Pemberton & Co, New ct,
 Lincoln's inn
 JOHNSON, JOHN, and MARGARET JOHNSON, Pemberton, Lancs, Farmer July 7 Jackson,
 Wigan
 KATELY, THOMAS, East Grinstead July 12 Taylor, Essex st, Strand
 KERN, MAXIMILIAN, Nuremberg, Bavaria, Banker Aug 4 Stevens & Drayton, Queen
 Victoria st
 LEVY, RABSON SAMUEL, South Kensington Aug 1 Davidson & Morris, Queen
 Victoria st
 LINTON, HENRY, Barnsbury July 26 Peacock, South sq, Gray's inn
 McBRIDE, JAMES, St Helena, Lancs July 24 Brewis & Sons, St. Helena
 MARCHANT, HARRIET SARAH, Wimbledon July 26 Badham & Williams, Salters' Hall
 ct, Cannon st
 MARSH, MARIA, Slough, Bucks July 28 Barrett, Slough
 MILNE, CHARLES DEW, Clapham July 17 May & Co, Suffolk House, Laurence
 Pountney hill
 MILLINGTON, JOHN, Aston, Warwick, Grocer July 27 Wright & Marshall, Birmingham
 NICHOL, JANE, Leamington July 12 Powell & Skues, Essex st, Strand
 OAKLEY, ELIZA, Dudley, Worcester July 1 Hooper & Fairbairn, Dudley
 OLAND, JAMES, Bedminster, Bristol July 15 Clark & Co, Bristol
 OTLEY, CHARLES, Notting hill, Builder July 1 Thomson & Co, Ladbroke gr, Notting hill
 PALIAN, SELINA, Southport Aug 5 Williams, Southport
 PARRY, MARY ANN, Liverpool July 9 Campbell & Parry, Jermyn st
 POOL, JOSEPH, Egremont, Chester July 29 Jones & Co, Liverpool
 RICHARDSON, JOHN, Brackley, Northampton, Saddler July 11 Barnes & Thomas,
 Brackley
 ROBERTS, LOUISE HARRIET, Weston super Mare Aug 1 Smith & Sons, Weston super
 Mare
 ROYD, EMMA, Singleton, Lancs Aug 15 Garnett & Jackson, Burnley
 RUCKLES, ANTHONY, Union st, Borough July 31 Peard & Son, Sile lane
 RUSSELL, WILLIAM BURROWS, Swatow, China July 15 Amos, Gt Marlborough st
 SHAW-LEVEY, Hon EMMA LAURA, South Kensington July 15 H & C Collins,
 Reading
 SIDDALL, WILLIAM, Hyde, Chester, Printer July 17 Watts, Hyde
 SLATER, ELIZABETH WILDING, Singleton, Lancs Aug 15 Garnett & Jackson, Burnley
 SMELLIE, WILLIAM, Stratford Sept 17 Smellie, Rochester row, Westminster
 SMITH, FRANCES BEATRICE, Wolverhampton June 29 Perry, Wolverhampton
 SMITH, HORATIO AUSTEN, Millbrook, Hants July 24 Holt & Co, Lincoln's inn fields
 SMITH, WILLIAM, Leicester, Yeoman July 20 Clifford & Perkins, Loughborough
 SMITH, Miss HARRIET, Lynton, Hants July 26 Bolton & Co, Temple gds
 SMITH, SARAH, Mombasa, East Africa July 14 Maddison, King's Arms yd
 WATSON, THOMAS WARD, Colchester, Essex July 22 Tompson, Colchester
 WAYNE, EDMUND MURSON, Halifax Aug 1 Wavell & Co, Halifax
 WELFORD, WILLIAM, Clifton, Oxford, Coal Merchant July 17 Fairfax, Banbury
 WHITEHEAD, MARY, Long Ditton, Surrey July 31 Burne & Wykes, Lincoln's inn fields
 WILSON, ROBERT, Newton Heath, Manchester July 17 Pegge, Manchester
 WILLIAMS, THOMAS, Llandudno July 15 Chamberlain & Johnson, Llandudno

London Gazette.—TUESDAY, JUNE 20.

ALLEN, HARRY, Ecclehall, Sheffield, Steel Merchant July 31 Russell, Sheffield
 BRAKE, MARY, Cambridge Aug 8 Burrows, Cambridge

BOWEN, JANE, Peckham July 14 Douglas-Norman & Co, New ct
 BRIDGE, BENJAMIN, Newhall, Derby July 21 Goodger & Son, Burton on Trent
 BUCKLE, ROBERT, Pottersnewton, Leeds, Produce Merchant July 17 W & H H Foster,
 Leeds
 CLARK, JOHN, Handsworth Aug 1 Cottrell & Son, Birmingham
 COBELL, HENRY, Laytonstone Aug 16 Vanderpump & Eve, Philpott
 COOKE, WILLIAM, Birstall, nr Leeds, Flock Merchant July 18 Blakeley & Clough,
 Dewsbury
 COSHART, LELAND CROSTHWAITE, Funchal, Madeira July 31 Lee & Pemberton, Lincoln's
 inn fields
 CRANE, SAMUEL LEONARD, Kensington ct gds July 26 Cotton, Gresham st
 CULLEN, JOHN, Liverpool, Team Owner July 31 Gorst, Liverpool
 DAIRIE, HARRIET WINIFRED, Liverpool July 25 Hannay, Liverpool
 DELANO, WILLIAM BURGESS, Tottenham July 5 Shelton, Lower Tottenham
 DONNITHORPE, ARDDAN, Craven hill Aug 5 Rooper & Whately, Lincoln's inn fields
 FISTIE, EUGENE, Somers, France, Engineer July 22 Redders & Higgs, Mincing ln
 FOSTER, MARTHA, Hitchin, Herts July 15 Calley, Old Serjeants' inn,
 Reading
 GARDNER, JAMES WILLIAM, Reading, Licensed Victualler July 15 Beale & Martin,
 Reading
 GEE, JOHN, Bolton Aug 5 Gee & Urry, Bolton
 GEE, JOHN HEATON, Morecambe, Lancs Aug 5 Gee & Urry, Bolton
 GOFF, MARY CATHERINE, Liverpool June 30 Sefton, Liverpool
 GRIFFITHS, RICHARD, Ealing July 26 Keen & Co, Knightbridge st
 GWYNNE, REUBEN HERBERT, Hoxton July 28 Hompstone, King st, Cheapside
 HOLE, CLARA MARIA, Ilfracombe July 17 Blount & Co, Arundel st, Strand
 HUMPHRIES, GEORGE LANGSTAFFE, Ramshaw Hough, Durham, Farmer July 20 Jennings,
 Bishop Auckland
 JACKSON, SAMUEL, East Ardsley, Yorks, Innkeeper Aug 1 Dale & Son, Leeds
 KENNARD, EDWARD KING, Ramsgate July 20 Burrows, Ramsgate
 LIVERSY, THOMAS, Urmston, Lancs, Colliery Proprietor Aug 1 Ormerod & Allen,
 Manchester
 MILLIN, JOHN, Rainden, Oxford, Baker Aug 1 Bawlinson, Chipping Norton
 PATRICKSON, HUGH, Cumberland July 19 Errington, Carlisle
 PICKUP, MARY ANN, Burnley July 8 Nowell & Co, Burnley
 PIGGOTT, EBENEZER, Wallington, Surrey July 22 Bazelby & Co, Ironmonger ln
 FOWLEY, ANN, Kingston upon Hull July 25 England & Co, Hull
 RIDLEY, ELIZABETH, Tow Law, Durham July 20 Jennings, Bishop Auckland
 ROBINSON, ANNA, Leeds July 17 Ford & Warren, Leeds
 ROBERT, ANN JANE, Stoke upon Trent July 8 Marshall & Ashwell, Stoke upon Trent
 ROSEY, RALPH, Stoke upon Trent, Engine Inspector July 8 Marshall & Ashwell, Stoke
 upon Trent
 SMITHSON, GEORGE EDWARD TEMPLE, Newcastle upon Tyne, General Merchant July 23
 Mather & Dickinson, Newcastle upon Tyne
 SOWLER, THOMAS, Didsbury July 25 Wood & Co, Manchester
 STYAN, JOHN, Knaresborough July 1 Gilling, Harrogate
 SUMNER, EDMUND, Eatham, Kent July 24 Keen & Co, Knightbridge st
 THOMAS, THOMAS, Wick, nr Bridgend, Glam, Collier July 31 Bradley, Cardiff
 TRACY, JOSEPH PERKINS, Colchester, Confectioner Aug 1 Marshall, Colchester
 TREWIN, THOMAS, Bideford, Devon, Merchant July 27 Bassey & Barnes, Bideford
 TUCKER, GEORGE, Aldersgate st, Stationer July 17 Pinder & Williams, Old st
 TUNSTALL, LUCY, Bowes, York July 8 Holmes, Barnard Castle
 TURTLE, EDWARD, Ryde, I of W, Artist July 25 Ratcliffe, Ryde
 WATERMAN, ELIZA, Watford July 8 Camp & Ellis, Watford
 WHETHAM, ELLEN, Bridport, Dorset July 21 Temple, Bridport
 WHITAKER, JOSEPH, Kirkstall, Leeds Aug 1 Dale & Son, Leeds
 WILLIAMS, THOMAS JOSEPH, Stockport, Grocer July 1 Newton & Son, Stockport
 WILSON, HENRY, Mayfield, Sussex July 21 Sprott & Sons, Mayfield
 WOODGATE, JOHN, Little Bentley Hall, Essex July 15 Wittey & Denton, Colchester

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BAKER, SARAH PRIMO, Clifton, Bristol July 31 Miller & Son, Bristol
 BARWELL, HENRY GEORGE, Norwich, Wine Merchant Aug 1 Tillet & Co, Norwich
 BATE, JOHN, Southsea Aug 4 Vanderpump & Son, Gray's inn sq
 BENNETT, HANNAH, Stowe, Bucks July 8 Hearn & Hearn, Buckingham
 BENTLEY, ANNA MARIA, Small Heath, Warwick Aug 2 W R & P S Minor, Manchester
 BILLINGHAM, GIBSON, Cradley Heath, Stafford, Chain Manufacturer July 14 Cooksey,
 Old Hill, Staffs
 BOWNE, THOMAS OWEN, Gt Malvern July 15 Colmore & Monckton, Birmingham
 BRADLEY, RICHARD, Moseley, nr Birmingham Aug 1 Pounton, Birmingham
 CARTWRIGHT, Sir HENRY EDMUND, Courtfield gds July 31 Roy & Cartwright, Colo-
 niad st
 CAWCOCK, MARY, Oford, Huntingdon July 22 Hunnybun & Sons, Huntingdon
 CHALLER, JAMES, Midhurst, Sussex, Gent Aug 3 Johnson & Son, Midhurst
 CHRISTIE, CHARLES PETER, Hoddeston, Hertford, Brewer Aug 1 Sworder & Longmore,
 Hertford
 DIXON, ELIZA, Brighton Sept 20 Hilder, Jermyn st
 DUNLOP, EBENEZER, Liverpool, Commercial Traveller July 20 Bremner & Co, Liverpool
 ELLIOTT, ANNE, South Benfleet, Essex July 24 Corneille & Co, Quality ct, Chancery ln
 EVANS, JOHN, Trebuvvaugh, Radnor July 10 Wakelin, Presteigne
 FALCON, ANNE LOUISE, Kensington July 20 Blount & Co, Arundel st, Strand
 FLECKMAN, ISABELLA, Plymouth Aug 15 Hawken, Plymouth
 HARE, CAROLINE, Kensington July 20 Macdonald & Malden, Salisbury
 HEAL, JOSHUA, East Huntspill, Somerset July 20 Bishop, Bridgwater
 HERON, JANE, Redcar, Yorks June 29 Stubbs & Stubbs, Middlebrough
 HOLMES, JOSEPH, Halifax, Beereller July 31 Jubb & Co, Halifax
 HOMER, NEREMIAN, Cradley Heath, Stafford, General Dealer July 14 Cooksey, Old Hill,
 Staffs

HORSFALL, GIBSON, Todmorden, Carter June 27 Sager, Todmorden
 HORSFALL, WILLIAM, Hollins Walsden, Lancaster, Carter June 27 Sager, Todmorden
 HULSE, SAMUEL, Oldham July 31 Mellor, Oldham
 JALFON, ABRAHAM, Abbots Langley, Herts July 31 Rivington & Son, Fenchurch bldgs
 JARRETT, JANE, Tunbridge Wells July 29 James & James, Ely pl, Holborn circus
 JENNINGS, CARTER, Liverpool, Baker Aug 3 Gregson & Wilson, Liverpool
 JONES, ELIZA, Chester July 31 Wright & Co, Liverpool
 KEYS, EMILY, Bath July 24 Little & Lyle, Bath
 LANTON, ARCHIBALD ALEXANDER, Southport Aug 5 Doyle, Manchester
 LERCH, WILLIAM ALEXANDER, Stockport, Coal Merchant July 4 Lake & New, Stockport
 MANE, JOHN, Mitley, Essex, Shipowner July 28 Synnot, Manningtree
 MARSHALL, JOHN BURRELL, Middlesbrough, House Agent Aug 5 Robson & Punch, Middlesbrough
 MONRO, MORDAUNT MARTIN, Enfield July 31 Russell & Russell, Coleman st
 MUMFORD, CHARLES, Townsville, Queensland, Store Keeper July 8 Snow & Co, Great St Thomas Appeal
 NALDETT, SUSAN LOUISE, Park pl, St James's July 20 Worsman & Smith, Chancery in
 PATTERSON, MISS MARGARET, Southampton July 23 Sharp & Brain, Southampton
 PENNY, WILLIAM, Wabertswaite, Cumberland July 31 Hart & Co, Ulverston
 REKTON, WILLIAM, Gloucester pl, Portman sq, Physician Aug 1 Kirby & Son, Harrington
 ROBSON, JANE, Great Corby, nr Carlisle July 15 Swinburne, Gateshead
 ROBSON, RICHARD, Darlington Aug 1 Sill, Middlesbrough
 ROBSON, THOMAS, Darlington, Builder Aug 1 Sill, Middlesbrough
 RUSACRES, ANTHONY, Union st, Borough July 31 Peard & Son, Sise in
 RUSSELL, JOSEPH, Lichfield, Bricklayer Aug 1 Russell, Lichfield
 SHORT, FREDERICK JOHN, Harlesden, Electrician July 31 Hamp, High Holborn
 SMITH, EMMA, Luton, Bedford July 8 Hodgkinson, Birmingham
 SMITH, SAMUEL, Hambleton, nr Selby Sept 23 Parker & Parker, Selby
 SPACKY, RICHARD, Rotherham, York Aug 7 Oxley & Coward, Rotherham
 STEVENS, CHARLES ROWLAND, Reading, Accountant July 22 Brain & Brain, Reading
 STOCKWELL, EMMA, Dewsbury, York Aug 5 Chadwick & Sons, Dewsbury
 TAYLOR, CHARLES, Euston rd, Licensed Victualler July 22 Adams & Hugonin, Long acre
 TAYLOR, JOSEPH, South Hackney July 31 Hughes & Masterman, New Broad st
 THORN, WILLIAM, MD, Harrow rd, Paddington July 26 Fox, St Mary's sq, Paddington
 THURNALL, EMMA, Cherterton, Cambs, July 23 Thurnall, Kettering
 TOULMIN, PERRY CALVERT, and LOTTEA VAN EFFEEN TOULMIN, Bayswater July 19 Becher, Bedford row
 UPTON, WILLIAM, Colworth, Chichester Aug 1 Raper & Co, Chichester

BANKRUPTCY NOTICES.

London Gazette.—Friday, June 23.

RECEIVING ORDERS.

ARMSTRONG, JOHN THOMAS, Huddersfield, Boot Maker Huddersfield Pet June 21 Ord June 21
 BANKS, ALFRED EDWARD, Wolverhampton, Grocer Wolverhampton Pet June 21 Ord June 21
 BARKER, AMBROSE, Sunderland, Commercial Traveller Newcastle on Tyne Pet June 17 Ord June 17
 BERNSTEIN, B. STEPHEN, Boot Manufacturer High Court Pet June 19 Ord June 19
 BRADLEY, CHARLOTTE HELENA, Old Bond st, Dressmaker High Court Pet June 21 Ord June 21
 BRADY, WILLIAM HENRY, Fleet st High Court Pet May 31 Ord June 30
 BRISCO, JOHN KIRKPATRICK, Carlisle, Furniture Dealer Carlisle Pet June 21 Ord June 21
 BRISTON, THOMAS JAMES, Leicester, Grocer's Assistant Leicester Pet June 21 Ord June 21
 BROTHERTON, CHARLES, Evesham, Worcesters, Market Gardener Worcester Pet June 19 Ord June 19
 CAHILL, MORRIS, Manchester, Builder Manchester Pet June 21 Ord June 21
 COLENTU, JAMES, Lee on the Solent, Hants, Builder Portsmouth Pet June 20 Ord June 20
 COOLING, CHARLES, Spewick, Lincs, Gardener Boston Pet June 20 Ord June 20
 FARRELL, OLIVER, and JAMES HILTON, Leigh, Lancs, Plumbers Bolton Pet June 21 Ord June 21
 FORD, JAMES, Bramhall, Cheshire, Blacksmith Stockport Pet June 21 Ord June 21
 GODFREY, HENRY THOMAS, Raingate, Smackover, Canterbury Pet June 21 Ord June 21
 GOLDFINCH, GEORGE JAMES, Faversham, Kent, Shipwright Canterbury Pet June 21 Ord June 21
 GOULDING, FREDERICK WILLIAM, Staple Hill, Glos, Baker Bristol Pet June 19 Ord June 19
 GREENWOOD, JOHN JAMES, JAMES WILLIAM CLAYTON, and THOMAS HAWORTH, Blackburn, Cotton Manufacturers Blackburn Pet June 6 Ord June 21
 GRIFFITHS, JOHN, Carew, Pembs, Farmer Pembroke Dock Pet June 19 Ord June 19
 HANHAM, ABDEL, Gravener, Canterbury Pet May 30 Ord June 17
 HIGGS, JAMES HENRY, Southampton, Coachbuilder Southampton Pet June 21 Ord June 21
 HOOD, JOHN, jun, Leeds, Joiner Leeds Pet June 20 Ord June 20
 JACKSON, EDWARD, Roman rd, Old Ford, Butcher High Court Pet June 2 Ord June 19
 JONES, JOHN EBERNEZER, Penryn, Carnarvon, Quarryman Bangor Pet June 20 Ord June 20
 LANG, CHARLES EDWARD, Canterbury, Licensed Victualler Canterbury Pet May 23 Ord June 17
 LAW, WILLIAM, Dartmouth High Court Pet May 26 Ord June 21

WATERHOUSE, MARY, Wavertree, Liverpool July 31 Style & Co, Liverpool
 WILLIAMS, ELIZABETH, Llandudno July 22 Chamberlain & Johnson, Llandudno

London Gazette.—TUESDAY, June 27.

BARNETT, GEORGE, Southwick, nr Sunderland July 31 Wright & Son, Sunderland
 BENNETT, JOHN GIBSON, Surrey st, Strand, Billiard Table Manufacturer July 31
 BLACKETT, LINCOLN'S INN FELDS
 BUDD, JANE, Pimlico July 10 Pritchard & Sons, Gracechurch st
 BURY, HANNAH, Accrington July 28 Hall & Co, Accrington
 CHIFFS, WILLIAM, Salisbury, Wills Aug 1 Hodding & Jackson, Salisbury
 CROWTHER, JONAS, Calverley, York, Innkeeper July 12 Bedford & Hirst, Bradford
 CUSACK, MARGARET ANNA, Leamington Spa Aug 7 Roy & Cartwright, Coleman st
 DAVY, SARAH, Brighton July 23 Kitch & Co, Barbican
 DIXON, NATHANIEL, Basinghall st July 24 Watts & Habershon, Queen Victoria st
 DUNCANSON, EDWARD FORD, Whittington av, Merchant Aug 8 Flux & Lealholm, Leadenhall st
 EKLINGTON, WILLIAM, Surbiton, Surrey Aug 1 Baker & Co, Cannon st
 FALLAS, JOHN BYWATER, Leeds, Tailor Aug 1 Dale & Son, Leeds
 HALL, ROBERT, South Hampstead, Licensed Victualler July 17 Finch & Tans, Cannon st
 HANCKINSON, RICHARD, Higher Broughton July 28 Hankinson & Son, Manchester
 HARR, CAROLINE, Kensington July 20 Macdonald & Malden, Salisbury
 HOLMES, JAMES TAYLOR, Dalton in Furness, Innkeeper July 5 Butler, Broughton in Furness
 JONES, ANTHONY, New Brighton, Chester Aug 1 Avison & Co, Liverpool
 KING, EDITH ELIZABETH, Ashton on Mersey Aug 16 Roper & Co, Manchester
 LYNN, ELIZABETH, Heatley, nr Lyman, Chester July 24 Boddington, Manchester
 LONHAM, REV THOMAS, Great Lever, Bolton July 31 Holden & Holden, Bolton
 NAGLE, ARCHIBALD, Kingston on Thames, Advertising Contractor Aug 27 Sherratt & Sons, Gresham st
 NEEDHAM, CHARLES, Manchester, Mantle Manufacturer July 27 Hardicker, Manchester
 NICKALLS, TOM, Nutfield, Surrey Aug 1 Baker & Co, Cannon st
 PITTAR, WILLIAM PARKER JOHN, Douglas, Isle of Man July 31 Collins & Co, Liverpool
 PROBY, FRANCES SUSAN, Oakham, Surrey July 31 Clarke & Blundell, Sergeant's inn, Fleet st
 RUTTER, JOHN CLEMENT, Patricroft, Lancaster, Railway Storekeeper July 20 Boddington, Manchester
 SHARP, SAMUEL HOLY, Headingley, Leeds, General Printer July 31 W & E H Foster, Leeds
 SIECLAIR, WILLIAM, Wildmore, Lincoln, Merchant August 1 Smith & Co, Donington
 SMITH, CHARLES, Kensal rd, Grocer Aug 5 Hughes & Aston, Edgware rd
 STUBBS, JOHN EDWIN, Bolton, Hosier July 24 Greenhalgh & Cannon, Bolton
 TAPP, SAMUEL, Deal, Kent July 22 Wilks, Deal
 WARE, AARON, Topleham, Devon July 20 Ford & Co, Exeter

LEAK, GEORGE HENRY, Leeds, Bookkeeper Leeds Pet June 19 Ord June 19
 MARY, JOHN FIDLEY, Maidenhead, Solicitor High Court Pet May 17 Ord June 21
 MILES, MILLS, Treherbert, Glam, Butcher Pontypridd Pet June 20 Ord June 20
 MORRAN, WILLIAM, Willenhall, Stafford, Baker Wolverhampton Pet June 19 Ord June 19
 MOSS, ALFRED, and FREDERICK MOSS, Twickenham High Court Pet June 10 Ord June 21
 MOUNSEY, GEORGE, Brighouse, Greengrocer Halifax Pet June 20 Ord June 20
 PARKINSON, THOMAS, Wakefield, Coal Agent Wakefield Pet June 19 Ord June 19
 POLLITT, GEORGE, Manchester Manchester Pet June 19 Ord June 19
 POTTEN, JAMES GEORGE, Balham, Builder Wandsworth Pet June 17 Ord June 17
 PRICE, CHARLES HERBERT, Richmond, Licensed Victualler Wandsworth Pet June 19 Ord June 19
 REID, JOHN ARTHUR, Walbrook, Merchant High Court Pet May 16 Ord June 21
 RICHARDS, S. CATHERINE st, Strand, Publican High Court Pet May 27 Ord June 21
 ROGERS, CATHERINE, Whitson, Lancs Liverpool Pet May 20 Ord June 20
 SEWELL, HORACE, Walsingham House, Figgodilly, Theatrical Manager High Court Pet April 6 Ord June 19
 SHONE, ROBERT VICTOR, Brighton, Theatrical Business Manager High Court Pet June 19 Ord June 19
 STUART, CHARLES WALTER, New Brompton, Kent Rochester Pet June 17 Ord June 17
 SUNLEY, JOHN, Monk Fryatone, Yorks, Gardener Wakefield Pet May 31 Ord June 21
 SUTTER, JANE MARGARET ROSE, JOHN ROSEY SUTTER, and GEORGE SUTTER, Benfieldside, Durham, Builders Newcastle on Tyne Pet June 15 Ord June 15
 THOMAS, RICHARD, Llanfairyrbyr, Carmarthens, Farmer Carmarthen Pet June 20 Ord June 20
 WALKER, JOHN HENRY, Kingwinford, Stafford, Licensed Victualler Stourbridge Pet June 20 Ord June 20
 WERNER, GEORGE FRANK, Wadebridge, Cornwall, Grocer Truro Pet June 21 Ord June 21
 WRIGHT, CHARLES, St Helena, Lancs, Baker Liverpool Pet June 21 Ord June 21
 WYNN, ELIZABETH, Middlesbrough Stockton on Tees Pet June 17 Ord June 17

FIRST MEETINGS.

BEDDINGFIELD, SYDNEY SOAMES, Barry, Glam, Tobaccoist June 30 at 3 117, St Mary st, Cardiff
 BERNSTEIN, B. STEPHEN, Boot Manufacturer June 30 at 2 30 Bankruptcy bldgs, Carey st
 BRISCO, JOHN KIRKPATRICK, Carlisle, Furniture Dealer July 3 at 3 Off Rec, 34, Fisher st, Carlisle
 BROTHERTON, CHARLES, Evesham, Worcester, Market Gardener July 3 at 11 45, Copenhagen st, Worcester

BROWN, FREDERICK WILLIAM, Old Bond st June 20 at 11 Bankruptcy bldgs, Carey st
 CARLISLE, GEORGE, Southend on Sea June 30 at 3 Off Rec, 95, Temple chimneys, Temple av
 COCKCROFT, HARRY BREAKLEY, Southdown, nr Halifax, Draper July 5 at 11 Off Rec, Townhall chmbrs, Halifax
 COLENTU, JAMES, Lee on the Solent, Hants, Builder June 30 at 3 Off Rec, Cambridge junct, High st, Portsmouth
 CURRIE, ROBERT, Redmayneville, Durham, Innkeeper July 5 at 3, Albert rd, Middlesbrough
 DAVIES JOHN FRANCIS, Swansea, Tailor June 30 at 11 Bankruptcy bldgs, Carey st
 EVERED, JOHN E. Bury st, Manufacturer June 30 at 11 Bankruptcy bldgs, Carey st
 FARRELL, OLIVER, and JAMES HILTON, Leigh, Lancs, Plumbers June 30 at 10.30 16, Wood st, Bolton
 GABSON, JAMES, Brighton, Coal Merchant June 30 at 2 30 Off Rec, 4, Pavilion bldgs, Brighton
 GINTY, JOHN, Dewsbury, Fish Salesman June 30 at 3 Off Rec, Bank chimbrs, Batley
 GLASS, Mrs C VINCENT, Chelsea July 3 at 12 Bankruptcy bldgs, Carey st
 GOODING, JOSEPH, Nottingham June 30 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
 GROVE, WILLIAM, Weston super Mare, Tobaccoist July 1 at 11 W H Tamlyn, High st, Bridgwater
 HANHAM, ABDEL, Gravener, Kent July 1 at 11.30 Off Rec, 73, Castle st, Canterbury
 HARCOURT, ALFRED, Norwich, Jeweller July 1 at 1 Off Rec, 8, King st, Norwich
 HOLROYD, JOHN GILL, Halifax, Cigar Merchant July 5 at 12 Off Rec, Townhall chmbrs, Halifax
 HOUSBY, GEORGE JEROME, Catherine st, Strand July 3 at 2.30 Bankruptcy bldgs, Carey st
 INSKIP, THOMAS, Bedford, Whitesmith June 30 at 12 Off Rec, 1A, St Paul's sq, Bedford
 JONES, HENRY JAMES, Ealing, Builder June 30 at 3 Off Rec, 95, Temple chimbrs, Temple av
 JONES, JOHN, Walsall, Tailor July 3 at 11.30 Off Rec, Walsall
 LANG, CHARLES EDWARD, Canterbury, Licensed Victualler July 1 at 11 Off Rec, 73, Castle st, Canterbury
 LAW, GEORGE WILLIAM, Mytholmroyd, nr Halifax, Cabinet Maker July 5 at 11.30 Off Rec, Townhall chmbrs, Halifax
 LOFTING, JOHN, Bournemouth, Lodging house Keeper July 1 at 12.30 Off Rec, Endless st, Salisbury
 MARTIN, ERNEST HARRY, Orpington, Kent, Farm Bailiff June 30 at 11.30 24, Railway app, London Bridge
 MOUNSEY, GEORGE, Brighouse, Greengrocer July 5 at 10.30 Off Rec, Townhall chmbrs, Halifax
 OAKDEN, WILLIAM, Thorpe, Derby, Farmer July 4 at 4 Green Man Hotel, Ashbourne
 POLLITT, GEORGE, Ardwick, Manchester June 30 at 2.30 Off Rec, Byrom st, Manchester

FRALL, WILLIAM FERRAGE, Bural-m, China Merchant
June 30 at 11 Off Rec, King st, Newcastle under Lyme
RACLIFFE, JOHN MATTHEW, Treherbert, Glam, Hotel
Keeper June 30 at 12, 125, High st, Merthyr Tydfil
REDADE, ANNIE, Walsall, Biddle Outter July 3 at 11 Off
Rec, Walsall
SCHNEIDER, PETER, Cleobury Mortimer, Salop, Tobaccoist
June 30 at 2 45 Spencer Thurstfield, Solicitor, 12,
Oxford st, Kidderminster
SPENCER, FREDERICK JAMES, Dover, Builder July 6 at
140 Off Rec, 73, Castle st, Canterbury
FERRIS, EDGAR BRYMOUR, Wandsworth rd, Journalist
June 30 at 12 24, Railway app, London Bridge
FRYER, SAMUEL, Solway Ash, nr Bridport, Farmer June
30 at 11 Junction Hotel, Dorchester
STOTT, JAMES HENRY, Burnley, Auctioneer June 30 at 1
Exchange Hotel, Nicholas st, Burnley
STUART, CHARLES WALTER, New Brompton, Kent July 3
at 11 115, High st, Rochester
TOWN, WILLIAM JOHN, West Norwood, Grocer June 30 at
11 Bankruptcy bldg, Carey st
WALKER, JANE, Scarborough, Licensed Victualler June
30 at 11 30 Off Rec, 74, Newborough, Scarborough
WHITMAN, DAVID, Northampton, Jeweller July 3 at
12 30 Off Rec, County court bldg, Sheep st, North-
ampton
WITHER, MARGARET JANE, Salford, Lanes, Furniture
Dealer June 30 at 3 30 Off Rec, Byrom st, Man-
chester
WOOD, JOHN SKILBECK, The Middle Temple, Barrister
June 30 at 12 Bankruptcy bldg, Carey st
WRIGHT, JOHN, Nottingham, Joiner June 30 at 12 Off
Rec, 4, Castle pl, Park st, Nottingham

ADJUDICATIONS.

ARMSTRONG, JOHN THOMAS, Huddersfield, Boot Maker
Huddersfield Pet June 21 Ord June 21
BARRETT, ALFRED, Sunninghill, Commercial Traveller
Newcastle on Tyne Pet June 17 Ord June 17
BISHOP, HARRY, Whitehall gate, Whitehall, Clerk High
Court Pet Jan 13 Ord June 19
BLACKETT, ARTHUR HENRY, Great Marlborough st,
Publisher High Court Pet May 3 Ord June 19
BRISCO, JOHN KIRKPATRICK, Carlisle, Furniture Dealer
Carlisle Pet June 21 Ord June 21
BRISTON, THOMAS JAMES, Leicester, Grocer's Assistant
Leicester Pet June 21 Ord June 21
BROUGHTON, CHARLES, Evesham, Worcester, Market
Gardener Worcester Pet June 19 Ord June 19
CARM, MORRIS, Manchester, Builder Manchester Pet
June 21 Ord June 21
COLETT, JAMES, Lee on the Solent, Hants, Builder
Farnmouth Pet June 20 Ord June 20
COOLING, CHARLES, Scopwick, Lincs, Gardener Boston
Pet June 20 Ord June 20
CORRENT, HENRY, Reading, Greengrocer Reading Pet
June 15 Ord June 19
DERRICUTT, JOHN, jun, Highley, Salop, Miller Kidder-
minster Pet May 31 Ord June 19
EWALD, HENRY, Bishopgate at Without, Forwarding
Agent High Court Pet April 5 Ord June 16
FARRELL, OLIVER, and JAMES HILTON, Leigh, Lanes,
Furnishers Bolton Pet June 21 Ord June 21
FORD JAMES, Bramhall, Cheshire, Blacksmith Stockport
Pet June 21 Ord June 21
GODFREY, HENRY THOMAS, Ramsgate, Smackowner Canter-
bury Pet June 21 Ord June 21
GOLDING, GEORGE JAMES, Faversham, Kent, Shipwright
Canterbury Pet June 21 Ord June 21
GOLDING, FREDERICK WILLIAM, Gloucester, Baker Bristol
Pet June 19 Ord June 20
GRIFFITHS, JOHN, Carew, Pembroke, Farmer Pembroke
Dock Pet June 19 Ord June 19
HIGGS, JAMES HENRY, Southampton, Coachbuilder South-
ampton Pet June 21 Ord June 21
HODD, JOHN, jun, Holbeck, Leeds, Joiner Leeds Pet June
30 Ord June 20
HOWARD, GEORGE, Farringdon rd, Lamp Manufacturer
High Court Pet April 25 Ord June 16
JONES, JOHN ENEZERRE, Penryn, Cornwall, Quaysman
Bangor Pet June 20 Ord June 20
LEAK, GEORGE HENRY, Leeds, Bookkeeper Leeds Pet
June 19 Ord June 19
LEVY, LEWIS, Birmingham, Wholesale Jeweller Birming-
ham Pet June 8 Ord June 19
LIPMAN, JOSEPH, Kenilworth rd, Tailor High Court
Pet May 17 Ord June 16
MCURLEY, JAMES WILLIAM, Bradford, Brewer's Labourer
Bradford Pet June 7 Ord June 15
MADDOCK, HORACE ALGERNON, Hove, Sussex Brighton
Pet April 28 Ord June 20
MILES, MILES, Treherbert, Glam, Butcher Pontypridd
Pet June 30 Ord June 20
MORLEY, WILLIAM, Loughborough, Stafford, Baker Wolver-
hampton Pet June 19 Ord June 19
MULSON, GEORGE, Brighouse, Greengrocer Halifax Pet
June 20 Ord June 20
OAKES, MARY ANN, Horsham, Sussex, Gunsmith Brighton
Pet June 19 Ord June 19
PARKINSON, THOMAS, Wakefield, Coal Agent Wakefield
Pet June 19 Ord June 19
POLITT, GEORGE, Ardwick, Manchester Manchester Pet
June 19 Ord June 19
POTTER, JAMES GEORGE, Balham, Builder Wandsworth
Pet June 17 Ord June 17
PRICE, CHARLES HERBERT, Richmond, Surrey, Licensed
Victualler Wandsworth Pet June 19 Ord June 19
ROBERT, ROBERT VICTOR, Brighton, Theatrical Business
Manager High Court Pet June 19 Ord June 19
STUART, CHARLES WALTER, New Brompton, Kent
Bromley Pet June 17 Ord June 17
THOMAS, RICHARD, Llanfairfyrdd, Carmarthen,
Farmer Carmarthen Pet June 30 Pet June 30
WALKER, JOHN HENRY, Kingwinford, Stafford, Licensed
Victualler Stourbridge Pet June 20 Ord June 20
WEBER, GEORGE FRANK, Wadebridge, Cornwall, Grocer
Truro Pet June 21 Ord June 21
WOOD, JOHN SKILBECK, The Middle Temple, Barrister
High Court Pet May 9 Ord June 30

WRIGHT, CHARLES, St Helen's, Lanes, Baker Liverpool
Pet June 21 Ord June 21
WYATT, GEORGE, Craven st, Charing Cross, Architect
High Court Pet May 17 Ord June 16
WYNN, ELIZABETH, Middlesbrough Stockton on Tees
Pet June 17 Ord June 17

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RECEIVING ORDERS.

AITCHISON, CHARLIE, Rochdale, Cycle Agent Rochdale
Pet June 22 Ord June 22
ASTLEY, JAMES, Warrington, Builder Warrington Pet
June 23 Ord June 23
AYLWARD, MATTHEW, Darfield, nr Barnsley, Coal Miner
Barnsley Pet June 22 Ord June 22
BRYANT, GEORGE, Seacombe, Cheshire, Milk Dealer
Birkenhead Pet June 7 Ord June 23
CAMERON, JOHN RANDOLPH, Lancaster, Auctioneer Preston
Pet June 22 Ord June 22
CAREY, JAMES, Coventry, Licensed Victualler Coventry
Pet June 23 Ord June 23
CARR, JAMES, Leeds, Hosiery's Manager Leeds Pet June 1
Ord June 22
CLAY, ALFRED, Norwich, Engineer Norwich Pet June 23
Ord June 23
CROSBY, HARMOND, Southwick, Sussex Brighton Pet
June 22 Ord June 22
DAVIES, JOHN CHARLES, Pontlottyn, Glam, Builder's
Foreman Merthyr Tydfil Pet June 21 Ord June 21
DAVIES, THOMAS, Cardiff, Grocer Cardiff Pet June 21
Ord June 21
DEXTER, GEORGE ALBERT, Leicester, Baker Leicester
Pet June 23 Ord June 23
DORVILLE, ALFRED JOHN, Kenilworth, Lincs, Licensed
Victualler High Court Pet May 23 Ord June 23
EMLEY, HERBERT, Bridlington Quay, Yorks, Boarding
house Proprietor Scarborough Pet June 23 Ord
June 23
EVANS, JOHN LEWIS, Southampton, Ship Chandler South-
ampton Pet June 23 Ord June 23
FAWCETT, M J, St George's Club, Hanover sq High Court
Pet May 16 Ord June 23
GILL, HERBERT, Kingland rd, Shoe Manufacturer High
Court Pet June 23 Ord June 23
GOODMAN, HARRY, Kettering, Leather Dresser Northamp-
ton Pet June 22 Ord June 22
GREEN, FRANK MOYNS, Yearley, Yorks, Wheelwright
York Pet June 22 Ord June 22
GRIFFIN, WALTER, Manchester, Tailor Manchester Pet
June 16 Ord June 23
HERNIMAN, ROBERT, and FREDERICK CADD, Bideford,
Devons, Carriage Builders Barnstaple Pet May 16
Ord June 23
HILTON, JOHN GEORGE MAXWELL, Bow Common la,
Electrician High Court Pet June 6 Ord June 23
HUGHES, ROBERT, Llanrwst, Denbigh, Farmer Portmadoc
Pet June 23 Ord June 23
HUMPHREYS, MARGARET, Llandudno, Dressmaker Bangor
Pet June 21 Ord June 21
JAMES, WILLIAM HENRY, Penryn, Cornwall, Builder Truro
Pet June 24 Ord June 24
JESSOP, JOSEPH ARTHUR, Bradford, Restaurant Manager
Bradford Pet June 24 Ord June 24
JOBLING, WILLIAM, Hartlepool, Insurance Agent Sunder-
land Pet June 22 Ord June 22
KATES, WILLIAM, Fiddington, Butcher High Court Pet
June 7 Ord June 23
LOVER, HARRY FETHERSTONHAUGH, Portsea, Hants, Watch-
maker Portsmouth Pet June 21 Ord June 21
MERFIELD, FREDERICK ANTHONY BURDEN, Portsmouth,
Southampton, Builder Southampton Pet June 24
Ord June 24
MORRIS, JOHN, Wigan, Grocer Wigan Pet June 24 Ord
June 24
MORRIS, MARY, Ode Pritchard, Hereford Worcester Pet
June 24 Ord June 24
NIXON, REV THOMAS WILLIAM, Leatherhead, Surrey Croy-
don Pet May 30 Ord June 20
NOSWORTHY, ALLAN PERCY, Brighton, Chemist Brighton
Pet June 23 Ord June 23
OWENS, OWEN, Four Mile Bridge, nr Holyhead, Licensed
Victualler Bangor Pet June 23 Ord June 23
PARKER, EDWARD PRICE, Wellingborough, Builder North-
ampton Pet June 23 Ord June 23
PARKINSON, ROBERT ALBERT, Bradford, Colliery Agent
Bradford Pet June 22 Ord June 22
SEIGENBERG, JACOB, Bow, Clerk High Court Pet June 22
Ord June 22
SENIOR, HENRY WAIN, Earlsheaton, nr Dewsbury, Licensed
Victualler Dewsbury Pet June 24 Ord June 24
SIMMONS, ALFRED GABRIEL, West Kensington, Locoman
High Court Pet May 31 Ord June 23
SIMPSON, JOSEPH FREDERICK, Leeds, Tanner Leeds Pet
June 23 Ord June 23
SMITH, TOM, Lincoln, Labourer Lincoln Pet June 23 Ord
June 23
SPIERS, ALEXANDER DONALDSON, Kensington, Accountant
High Court Pet June 24 Ord June 24
STEADMAN, FRANK, Wandsworth rd, Draper High Court
Pet May 5 Ord June 22
SUDALL, ROBERT, Manchester, Engraver Manchester Pet
June 22 Ord June 23
THOMAS, DAVID, Neath, Glam, Blacksmith Neath Pet
June 22 Ord June 22
TURNER, WILLIAM, Carlisle, Grocer Carlisle Pet June 22
Ord June 22
WHITHEAD, CLARENCE RICHARD MILTON, Chislehurst,
Kent, Coach Painter Croydon Pet June 20 Ord
June 20

Amended notice substituted for that published in
the London Gazette of the 16:

BAKER, CHARLES JAMES, Cumberland Park, Acton, Builder
Brentford Pet April 6 Ord June 10

FIRST MEETINGS.

ABSOLON, WILLIAM JAMES, Croydon, Nurseryman July 5
at 11 30 24, Railway app, London Bridge

BAKER, CHARLES JAMES, Cumberland Park, Acton, Builder
July 4 at 5 Off Rec, 56, Temple chmbrs, Temple av
BARNES, GEORGE, Watford, Musical Instrument Dealer
July 5 at 8 Room 221, Temple chmbrs, Temple av
BRADLEY, CHARLOTTE HELENA, Old Bond st, Dressmaker
July 4 at 12 Bankruptcy bldg, Carey st
BRANDON, WILLIAM HENRY, Fleet at July 4 at 11 Bank-
ruptcy bldg, Carey st
BROCKMAN, JOHN, Llandin in Furness, Licensed Victualler
July 7 at 11 30 Off Rec, 16, Cornwallis st, Barrow in
Furness
CLEWLEY, FREDERICK THOMAS, Birmingham, Boot Dealer
July 6 at 11 174, Corporation st, Birmingham
COOLING, CHARLES, Scopwick, Lincs, Gardener July 6 at
12 Off Rec, 81, Silver st, Lincoln
CROSBY, HARMOND, Southwick, Sussex July 4 at 12 Off
Rec, 4, Pavilion bldg, Brighton
CUDDY, WALTER SKERVINGTON, Mansfield, Notts, Joiner
July 4 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
DORVELL, ALFRED JOHN, Kenilworth, Lincs, Licensed
Victualler July 4 at 2 30 Bankruptcy bldg Carey st
ESBERT, ALBERT, Bristol, Solicitor July 5 at 12 Off Rec,
Baldwin, Bristol
FAWCETT, M J, St George's Club, Hanover sq July 5 at
2 30 Bankruptcy bldg, Carey st
FLEMING, PATRICK THOMAS, Derby, Licensed Victualler
July 6 at 11 Off Rec, 40, St Mary's gate, Derby
GODFREY, HENRY THOMAS, Ramsgate, Smackowner July 6
at 9 15 Off Rec, 73, Castle st, Canterbury
GODFREY, HENRY THOMAS, Ramsgate, Smackowner July 6
at 9 15 Off Rec, 73, Castle st, Canterbury
GOULDING, FREDERICK WILLIAM, Staple Hill, Glos, Baker
July 5 at 12 30 Off Rec, Baldwin st, Bristol
GREEN, FRANK MOYNS, Yearley, York, Wheelwright July
6 at 12 15 Off Rec, 28, Stonegate, York
GRIFFIN, WALTER, Old Triford, nr Manchester, Tailor
July 4 at 8 Off Rec, Byrom st, Manchester
HEWITT, AGNES, West Kensington, Spinster July 4 at 11
Bankruptcy bldg, Carey st
HIGGS, JAMES HENRY, Southampton, Coachbuilder July
10 at 3 30 Off Rec, 172, High st, Southampton
HOOD, JOHN, jun, Leeds, Joiner July 5 at 11 Off Rec, 22,
Park row, Leeds
HUNTER, CHARLES, Swadlincote, Derby, Fishmonger July
6 at 12 Off Rec, 40, St Mary's gate, Derby
JEFFERSON, HERBERT, Pontefract, Yorks, Tailor July 4 at
11 30 Off Rec, 6, Bond terr, Wakefield
JENKINSON, GEORGE LATY, Pynston, Hosiery July 5 at
11 30 Bankruptcy bldg, Carey st
JONES, JOHN ENEZERRE, Penryn, Cornwall, Quaysman
Bangor July 6 at 10 45 Ship Hotel, Bangor
LAW, WILLIAM, Lewisham rd, Datchmouth Park July 4 at
11 30 Bankruptcy bldg, Carey st
LEADBEITER, JOHN, Broomson on Windermere, Fishmonger
July 8 at 12 Grosvenor Hotel, Stramington, Kendal
LININGTON, WALTER, Swanage, Butcher July 4 at 12 30
Off Rec, City chmbrs, Endless st, Salisbury
LOVER, HARRY FETHERSTONHAUGH, Portsea, Watchmaker
July 4 at 3 Off Rec, Cambridge junc, High st,
Portsmouth
MARR, JOHN FIDLEY, Maidenhead, Solicitor July 5 at 2 30
Bankruptcy bldg, Carey st
MARSHALL, HOWELL, Upper Williamstown, nr Penryn,
Hauler July 4 at 12 135, High st, Merthyr Tydfil
MOSS, ALFRED, and FREDERICK MOSS, Twickenham July 5
at 12 Bankruptcy bldg, Carey st
NEAVE, GEORGE, Barrow in Furness, Fish Hawker July
7 at 12 Off Rec, 16, Cornwallis st, Barrow in Furness
NEWENS, FREDERICK JAMES, Southbury, nr Leighton Buzzard,
Farmer July 4 at 3 Unicorn Hotel, Leighton
Buzzard
NOSWORTHY, ALLAN PERCY, Brighton, Chemist July 4 at
2 30 Off Rec, 24, Railway app, London Bridge
PARKINSON, ROBERT ALBERT, Bradford, Colliery Agent
July 6 at 11 Off Rec, 31, Manor row, Bradford
PARKINSON, THOMAS, Wakefield, Coal Agent July 4 at 11
Off Rec, 6, Bond terr, Wakefield
PERCY, SAMUEL, Bradford, Martock, Somerset, Farmer
July 4 at 12 Off Rec, City chmbrs, Endless st, Salis-
bury
POTTER, JAMES GEORGE, Balham, Builder July 5 at 12 30
24, Railway app, London Bridge
PRICE, WILLIAM, Sparkhill, Worcesters, Builder July 5 at
12 174, Corporation st, Birmingham
ROGERS, WILLIAM ROBERT, Searfirth, Lancaster, Builder
July 5 at 2 30 Off Rec, 35, Victoria st, Liverpool
SCOTT-TUCKER, JOHN HOLYOARD, Headington, nr Oxford
July 4 at 3 1, St Aldate's, Oxford
SEDOGS, HORACE, Walsingham House, Flocadilly, Theat-
rical Manager July 5 at 12 Bankruptcy bldg,
Carey st
SHORE, ROBERT VICTOR, Brighton, Theatrical Business
Manager July 6 at 11 Bankruptcy bldg Carey st
SPENCER, JOHN BAKER, Sheffield, Printer's Manager July
4 at 2 30 Off Rec, Figueira in, Sheffield
STEADMAN, FRANK, Wandsworth rd, Draper July 6 at 2 30
Bankruptcy bldg, Carey st
SYMONDS, AGNES ANNIE, Bryn Eryn, nr Llandudno July
6 at 11 45 Ship Hotel, Bangor
TAYLOR, WILLIAM JAMES, Kingston on Thames, Tailor
July 5 at 12 24, Railway app, London Bridge
THOMAS, RICHARD, Llanfairfyrdd, Carmarthen, Farmer July 12 at 3
Off Rec, 4, Queen st, Carmarthen
THOMAS, ROBERT, Bacup, Inkeeper July 7 at 11 Town
hall, Rochdale
TURNER, CHRISTOPHER HENRY, Seacombe, Chester, Cabinet
Maker July 5 at 12 Off Rec, 35, Victoria st, Liverpool

ADJUDICATIONS.

AITCHISON, CHARLIE, Rochdale, Cycle Agent Rochdale
Pet June 22 Ord June 22
ASTLEY, JAMES, Warrington, Builder Warrington Pet
June 23 Ord June 23
AYLWARD, MATTHEW, Darfield, nr Barnsley, Yorks, Coal
Miner Barnsley Pet June 22 Ord June 22
CAMERON, JOHN RANDOLPH, Lancaster, Auctioneer Preston
Pet June 22 Ord June 22
CAREY, JAMES, Coventry, Licensed Victualler Coventry
Pet June 23 Ord June 23

CHADLER, ARTHUR ALFRED JOHN, Herby Bay, Kent, Licensed Victualler Canterbury Pet May 23 Ord June 23
 CLAY, ALFRED, Norwich, Engineer Norwich Pet June 23 Ord June 23
 CORKE, FREDERICK HUNTLEY, and FREDERICK WILLIAM BROWN, Old Bond st, Fancy Drapers High Court Pet May 9 Ord June 23
 CROSE, HAMMOND, Southwick, Sussex Brighton Pet June 22 Ord June 23
 DAVIES, JOHN CHARLES, Pontliff, Glam Merthyr Tydfil Pet June 21 Ord June 23
 DEXTER, GEORGE ALBERT, Leicester, Baker Leicester Pet June 23 Ord June 23
 DRUCE, HANNAH, Hove, Sussex Brighton Pet May 24 Ord June 23
 EDWARDS, EVAN LLOYD, and RICHARD LLOYD EDWARDS, Liverpool, Builders Liverpool Pet May 4 Ord June 23
 EMBLEY, HERBERT, Bridlington Quay, Yorks, Boarding house Proprietor Scarborough Pet June 23 Ord June 23
 EVANS, JOHN LEWIS, Southampton, Ship Chandler Southampton Pet June 23 Ord June 23
 GARLICK, FREDERICK WILLIAM, Hampton in Arden, Warwick, Grocer Birmingham Pet June 13 Ord June 23
 GILL, HERBERT, Kingland rd, Shoe Manufacturer High Court Pet June 23 Ord June 23
 GOODMAN, HARRY, Kettering, Leather Dresser Northampton Pet June 23 Ord June 23
 GREEN, FRANK MOYSE, Yearley, Yorks, Wheelwright York Pet June 23 Ord June 23
 GREGORY, JOHN, and JAMES GREGORY, Horwell, Surrey, Builders Kingston, Surrey Pet May 1 Ord June 23
 HERMAN, ROBERT, and FREDERICK CADD, Bideford, Devon, Carriage Builders Barnstaple Pet May 16 Ord June 23
 HUDSON, EDWIN, Stoke upon Trent, Builder Stoke upon Trent Pet May 30 Ord June 23
 HUGHES, ROBERT, Llanrwst, Denbighs, Farmer Fortinadoc Pet June 23 Ord June 23
 HUMPHREYS, MARGARET, Llandudno, Dressmaker Bangor Pet June 21 Ord June 23
 JACKSON, EDWARD, Roman rd, Old Ford, Butcher High Court Pet June 23 Ord June 23
 JAMES, WILLIAM HENRY, Penryn, Cornwall, Builder Truro Pet June 24 Ord June 23
 JESSOP, JOSEPH ARTHUR, Bradford, Restaurant Manager Bradford Pet June 24 Ord June 23
 JOBLING, WILLIAM, Hartlepool, Insurance Agent Sunderland Pet June 23 Ord June 23
 LAFLAIX, JOHN DOUGLAS, Clement's in High Court Pet May 1 Ord June 23
 LINDON, CLEMENT HENRY, Store bldg, Lincoln's inn, Barrister High Court Pet May 30 Ord June 23
 MERRIFIELD, FREDERICK ANTHONY BURDEN, Portsmouth, Southampton, Builder Southampton Pet June 24 Ord June 23
 MORRIS, JOHN, Wigan, Grocer Wigan Pet June 24 Ord June 23
 NEWENS, FREDERICK JAMES, Soulbury, nr Leighton Buzzard, Farmer Luton Pet June 15 Ord June 23
 NISWORTHY, ALLAN PERCY, Brighton, Chemist Brighton Pet June 23 Ord June 23
 OWENS, OWEN, Four Mile Bridge, nr Holyhead, Licensed Victualler Bangor Pet June 23 Ord June 23
 PARKER, CLARA GLASS, Sloane st, Chelsea High Court Pet May 18 Ord June 23
 PARKER, EDWARD PRICE, Wellingborough, Builder Northampton Pet June 23 Ord June 23
 PARKINSON, ROBERT ALBERT, Bradford, Colliery Agent Bradford Pet June 22 Ord June 23
 PENFOLD, ARCHIBALD WILLIAM, Aldersgate st, Mantle Manufacturer High Court Pet March 16 Ord June 21
 RICKARD, HARRY ARCHIBALD, Southport, Lancs, Auctioneer Liverpool Pet May 8 Ord June 24
 SCOTT-TUCKER, JOHN HOLFORD, Headington, nr Oxford Oxford Pet May 16 Ord June 24
 SEIGERBERG, JACOB, Bow, Clerk High Court Pet June 23 Ord June 23
 SENIOR, HENNINGWAY, Earlestown, nr Dewsbury, Licensed Victualler Dewsbury Pet June 24 Ord June 24
 SMITH, GEORGE, Manningham, Bradford Bradford Pet May 27 Ord June 23
 SMITH, TOM, Lincoln, Labourer Lincoln Pet June 23 Ord June 23
 STEELE, JOSEPH FOWLER, and HARRY VAUGHAN CURRIE, Birmingham, Factors Birmingham Pet May 18 Ord June 24
 SUDGER, JOHN, Victoria st High Court Pet May 24 Ord June 21
 TAYLOR, WILLIAM JAMES, Kingston on Thames, Tailor Kingston, Surrey Pet June 2 Ord June 23
 THOMAS, DAVID, Neath, Glam, Blacksmith Neath Pet June 22 Ord June 23
 THOMAS, WALTER MEREDITH, Long Acro, Licensed Victualler High Court Pet April 18 Ord June 23
 THOMAS, ROBERT, Bacup, Innkeeper Rochdale Pet May 29 Ord June 23
 TURNER, WILLIAM, Carlisle, Grocer Carlisle Pet June 23 Ord June 24
 WARD, JOHN, Leicester, Decorator Leicester Pet June 18 Ord June 23

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Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.

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Other appointments for intermediate Sales will also be arranged.

Thursday, July 6.	Thursday, October 12.
Thursday, July 13.	Thursday, October 26.
Thursday, July 20.	Thursday, November 16.
Thursday, July 27.	Thursday, November 23.
Thursday, August 3.	Thursday, December 7.
Thursday, August 10.	Thursday, December 14.
Thursday, September 21.	

Messrs. Farebrother, Ellis, & Co. publish in the advertisement columns of "The Times," "Standard," and "Morning Post" every Saturday a list of their forthcoming Sales by Auction. They also issue on the 1st of every Month a Schedule of properties to be let or sold, comprising landed and residential estates, farms, freehold and leasehold houses, City offices and warehouses, ground-rents, and investments generally, which will be forwarded free of charge on application.

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